1-474 — A

Mr Justice Davis

Submitted 13 DEC 73

R. Affd & Modification at costs

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~294~~. 77

THOMAS A. OSBORN, JAMES S. EMERY, AND JAMES L. McDOWELL, PLAINTIFFS IN ERROR,

vs.

THE UNITED STATES.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

FILED OCTOBER 20, 1873.

Woolworth's Reports - 198.

Affirmed with modification as to costs — Field to work

SUPREME COURT OF THE UNITED STATES.

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a UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, between the United States of America and a bond for $600 and other property, as the property of Edward S. Brown, a manifest error hath happened, to the great damage of Thomas A. Osborn, James S. Emery, & James L. McDowell, as by their complaint appears:

We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceed-
b ings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held; that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States, should be done.

Witness the Hon. Nathan Clifford, presiding justice of the said Supreme Court, the 8th day of August, A. D. 1873.

[SEAL.] A. S. THOMAS,
Clerk of the Circuit Court of the United States for the District of Kansas.

(Indorsed:) Writ of error. Filed Augt. 8, 1873. A. S. Thomas, clerk.

c THE U. S.
vs.
A BOND FOR $600 & AL.

The United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington on the second Monday of October next, pursuant to a writ of error, and you are defendant in error, to show cause, if any there be, why decree rendered against the said *the said* plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Hon. Mark W. Delahay, judge of the district court of the United States for the district of Kansas, ex-officio associate justice of the circuit court of the United States for said district.

MARK W. DELAHAY,
Judge.

Service of a copy of the above is acknowledged this 8th day of October, 1873, and the hearing may be had at the ensuing term of the Supreme Court.

H. T. GREEN,
Atty. for Edward S. Brown.

1 Pleas before the Hon. John F. Dillon, judge of the circuit court of the United States for the district of Kansas, 8th circuit.

At a term of said court begun and held at Leavenworth, in said district, on Monday, the second day of June, A. D. 1873.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 305. Information.

Be it remembered that on the 28th day of November, A. D. 1870, there was filed in the office of the clerk of the circuit court of the United States for the district of Kansas, at Topeka, in said district, an authenticated copy of an order of the district court of the United States for the district of Kansas, with the proceedings in the said district court in the said-entitled cause, which said authenticated copy and proceedings are in the words and figures following, to wit:

2 At a term of the district court of the United States of America in and for the district of Kansas, begun and held at the city of Topeka, in said district, on Monday, the 10th day of October, A. D. 1870—present, Hon. Mark W. Delahay, judge—among other proceedings the following were had and appear of record in words and figures following, to wit:

MONDAY, *October* 24, 1870.

THE UNITED STATES *vs.* A BOND FOR $600, ET AL. EDWARD S. BROWN. } 140, 141.

This day comes Edward S. Brown, by his attorney, and the court having considered his motion made at the last term of this court for the removal of this cause to the circuit court of the United States for the district of Kansas, and his affidavit then filed, and having heard the argument of counsel doth sustain said motion and doth cause the fact to be entered on the records of this court that the judge of this court is so related to and concerned with the late officers of this court against whom proceedings are now sought, as to render it improper, in

3 his opinion, to sit in the further hearing of this cause; and the court doth further order that an authenticated copy of this order with the proceedings in this cause be forthwith certified to the next circuit court for the district of Kansas.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the district court of the United States for the said district of Kansas, do hereby certify the foregoing to be a true and correct copy from the record of the proceedings of said court. In testimony whereof I hereunto set my hand and affix the seal of said court, at my office in Topeka, in said district, this 28th day of November, A. D. 1870.

SEAL OF THE DISTRICT COURT.

A. S. THOMAS, *Clerk.*

(Endorsed:) 140 & 141. United States vs. Edward S. Brown. Copy of order transferring case to circuit court. Filed Nov. 28, 1870. A. S. Thomas, clerk.

4 And on this day, to wit, the 2nd day of April, A. D. 1863, the district attorney of the United States for the district of Kansas

filed in the clerk's office of the district court of the United States for the district of Kansas 38 orders or warrants of seizure which, in words and figures, and with the return of the marshal of the United States endorsed on each as respectively set forth below, are in words and figures as follows, to wit:

5 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for the said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $600.00 in twelve months after date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date executed by the said George T. Challis and Imogene Challis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 22nd day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

6 Received this writ February, 23d, 1863, and executed the same by seizing, on the 8th day of March, 1863, the credits therein described, and by delivering on the same day, personally, to the within-named George T. Challiss and Imogene Challiss a copy of this warrant.

March 8th, 1863.

Service, 2—$4.00.

JAMES L. McDOWELL,
U. S. Marshal.
Per J. H. ORTMAN, *Deputy.*

7 THE UNITED STATES OF AMERICA.
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz: The northwest quarter of section 11, in township 6, of range 20:

You are therefor commanded to seize the said estate, property, money, stocks, credits and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

8 Received this writ February 23, 1863, and executed the same by seizing on the 8th day of March, 1863, the credits therein described, and by delivering on the same day, personally, to the within-named George T. Challiss and Imogene Challiss a true copy of this warrant.

Service, 2—4.00.

JAMES L. McDOWELL,
U. S. Marshal.
Per J. H. ORTMAN, *Deputy.*

9 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September,

A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of Atchison County, Kansas, book G, page 136, on the following real estate in said county: The south half of the northwest quarter of section 7, in township 6, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

10 Received this writ February 23d, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named George T. Challiss and Imogene Challiss each a copy of this warrant.

Service, 2—4.00.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

11 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the Government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and

given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease, to aid, countenance and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date executed by said W. J. Mayfield & Sarah Ann Mayfield to said Brown, recorded in the office of register of deeds of Atchison County, Kansas, book E, page 268, on the following real estate in said county, viz: The northwest quarter of section 20, in township 7, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

12 Received this writ February 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credits therein described, and by delivering on the same day, personally, to the within-named W. J. Mayfield and Mary Ann Mayfield each a copy of this warrant.

March 10, 1863.

Service, 2, $4.00; miles, 30, at 6 cts, 1.80—$5.80.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

13 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclama-

tion duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown and secured by mortgage of the same date executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate situate in said county, viz: Southwest quarter of section 29, in township 6, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

14 Received this warrant Feb. 23d, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credits therein described, and by delivering on the same day, personally, to the within-named Squire Wade and Elizabeth Wade each a copy of this warrant.

March 10, 1863.

Service 2, $4.00; miles, 35, 2.10—$6.10.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

15 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion and return to his allegiance to the United States; and

Whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: The southwest fractional quarter of section 21, township 7, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

16 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 10th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named George M. Blodgett and Mary E. Blodgett each a copy of this warrant.

March 10, 1863.

Service 2, 4.00; mileage, 35, 2.10—$6.10.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

17 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown,

recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz: The east half of the southwest quarter of section 20, in township 7, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

18 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 10th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Isaac Blessing a copy of this warrant.

March 11, 1863.

Service, 1, $2.00; mileage, 40, 2.40—$4.40.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

19 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz, the southeast quarter of section 7, in township 7, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

20 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 10th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Washington Hays and Nancy Hays each a copy of this warrant.

Service 2, $4.00; mileage 45, $2.70—$6.70.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN L. ORTMAN, *Deputy.*

21 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz, the northwest quarter of section 7, in township 6, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

22 Received this writ February 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named George T. Challiss and Imogene Challiss each a copy of this writ.

Miles, 40, 2.40; service, 2, 4.10—$6.40.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

23 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to Edward S. Brown, and secured by mortgage of the same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz, the west half of the northeast quarter of section 10, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

24 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credits therein described, and by delivering on the same day, personally, to the within-named Israel Oliphant a copy of this warrant.

March 10, 1863.

Service 1, $2.00; miles, 25, 1.50—$3.50.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

25 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of the same date, executed by John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 362, on the following real estate in said county, viz, the northeast quarter of section 32, in township 6, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

26 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named John J. Scott and Margaret Scott each a copy of this warrant.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

27 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made Septemper 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson, to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz, the southwest quarter of section 5, in township 7, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

28 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Thomas N. Johnson and Mary J. Johnson each a copy of this warrant.

March 10, 1863.

Service, 2, $4.00; miles, 30, 1.80—$5.80.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

29 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862,

has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz, the northeast quarter of section 9, in township 7, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

30 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Louis Dein and Linna Dein each a copy of this warrant.

March 10, 1863.

Service 2, $4.00; miles 30, 1.80—$5.80.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN,
Deputy.

31 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property

in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: The southwest quarter of section 8, in township 7, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

32 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Harrison Wider and Ellen Wider each a copy of this warrant.

March 10, 1863.

Service, 2, $4.00; miles, 50, @ 6 cents, 1.80.—$5.80.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

33 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and

given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz: The southeast quarter of section 20, in township 7, of range 20; also, the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also, the west half of the southwest quarter of section 12, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

34 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 10th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named James V. Beeson a copy of this warrant.

March 11, 1863.

Service, 1, $2.00; miles, 35, $2.10—$4.10.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

35 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits and effects, within the district of Kansas, to wit:

A bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: The northeast quarter of section 9, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

36 Received this warrant Feb. 23, 1863, and executed the same by seizing, on the 10th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Mahlon Oliphant and Rachel Oliphant each a copy of this warrant.

March 11, 1863.

Service, 2, $4.00; miles, 50, 3.00—$7.00.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

37 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made Sep-

tember 12, 1859, by D. D. Hendricks to Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz, the west half and the northwest quarter of section 6, in township 6, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

38 Received this writ February 23, 1863, and executed the same by seizing, on the 9th day of March, 1863, the credit therein described, and by delivering on the same day, personally, to the within-named Hester Hendricks a certified copy of this warrant. (D. D. Hendricks, since the execution of the within-described mortgage, died, and Hester Hendricks is admx.)

March 9, 1863.

Service, 1, $2.00; miles, 40, 2.40—$4.40.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

39 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds

of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz, the west half of section 6, in township 6, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

40 Received this writ February 23, 1862, and executed the same by seizing, on the 9th day of March, 1863, the credits therein described, and by delivering on the same day, personally, to the within-named Hester Hendricks a certified copy of this warrant. (D. D. Hendricks, since the execution of the within mortgage, died, and Hester Hendricks is the admx.)

March 9, 1863.

Service, 1, $2.00.

JAMES L. McDOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

41 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $500.00, in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benj. Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the following real estate in said county, to wit, the southeast quarter of section 3, in

township 7, of range 19; and the northwest quarter of section 10, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

42 Received this warrant February 23, 1863, and executed the same by seizing on the 27th day of March, 1863, the credits therein described, and by delivering on the same day to the within-named Benjamin Ball and Hannah L. Ball a copy of this warrant.

Miles 14, .84; service 2, $4.00—$4.84.

JAMES L. MCDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

43 THE UNITED STATES OF AMERICA.
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz, the west half of the northeast quarter of section 31, in township 6, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the

13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

44 Received this warrant February 23, 1863, and executed the same by seizing, on the 27th day of March, 1863, the credits within described, and by delivering on the same day, personally, to the within-named John Stephens and Margaret Stephens each a copy of this warrant.

Miles, 10, 60; service, 2, 4.00—$4.60.

March 7, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

45 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $181.50, in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz, lots 1 and 2 in section 10, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

township 7, of range 19; and the northwest quarter of section 10, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

42 Received this warrant February 23, 1863, and executed the same by seizing on the 27th day of March, 1863, the credits therein described, and by delivering on the same day to the within-named Benjamin Ball and Hannah L. Ball a copy of this warrant.

Miles 14, .84; service 2, $4.00—$4.84.

JAMES L. MCDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

43 THE UNITED STATES OF AMERICA.
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz. the west half of the northeast quarter of section 31, in township 6, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the

13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

44 Received this warrant February 23, 1863, and executed the same by seizing, on the 27th day of March, 1863, the credits within described, and by delivering on the same day, personally, to the within-named John Stephens and Margaret Stephens each a copy of this warrant.

Miles, 10, 60; service, 2, 4.00—$4.60.

March 7, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

45 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $181.50, in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz, lots 1 and 2 in section 10, in township 7, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

46 Received this writ February 23, 1863, and executed the same by seizing, on the 27th day of March, 1863, the credits therein described, and by delivering on the same day a copy of this warrant to a member of Charles Ball's family over 16 years of age, at his usual place of residence.

Miles 14, 84; service, 1, 2.00—2.84.

March 27, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

47 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation, duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S Brown, and secured by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz, the northeast quarter of section 28, in township 5, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

48 Received this writ February 23d, 1863, and executed the same by seizing, on the 20th day of March, 1863, the credits therein

described, and by delivering on the same day, personally, to the within-named D. C. Davis and Rebecca Ann Davis a copy of this warrant.

Miles, 6, 36; service, 2, 4.00—$4.36.

March 20, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

49 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $350.00 in twelve months after date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, Book E, page 288, on the following real estate in said county, viz: The northwest quarter of section 23, in township 5, of range 19; also twenty acres of the southwest quarter of section 14, in township 5, of range 19; also lot 13, in block 15, in Atchison City:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature, at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

50 Received this warrant February 23, 1863, and executed the same by seizing, on the 20th day of March, 1863, the credits therein described, and by delivering personally to the occupant of the premises within described a copy of this warrant on same day.

JAMES L. McDOWELL, *U. S. Marshal.*
Per D. CARMICHAEL, *Deputy.*

Miles, 4, 24; service, 1, 2.00—$2.24

MARCH 20, 1863.

51 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book (F) F, page 361, on the following real estate in said county, viz: The southwest quarter of section 28, in township 5, of range 20.

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature, at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

52 Received this warrant February 23, 1863, and executed the same by seizing, on the 19th day of March, 1863, the credits within described, and by delivering on the same day personally to the within-named Stephen R. Jones and Lucinda Jones each a copy of this warrant.

Miles, 6, 36; service, 2, 4.00—4.36.

MARCH 19, 1863.

JAMES L. McDOWELL, *U. S. Marshal.*
Per D. CARMICHAEL, *Deputy.*

53 UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels

in arms against the Government of the United States, and has since the date aforesaid held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: The southeast quarter of section 22, in township 5, of range 20; also lot 6, in block 101, in Atchison:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature, at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

54 Received this warrant February 23, 1863, and executed the same by seizing, on the 20th day of March, 1863, the credits therein described, and by delivering on the same day personally to the within-named Richard L. Atkinson and Fanny P. Atkinson each a copy of this warrant.

Miles, 6, 36; service, 2, 4.00—4.36.

MARCH 20, 1863.

JAMES L. McDOWELL, *U. S. Marshal.*
Per D. CARMICHAEL, *Deputy.*

55 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day

estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown, and secured by mortgage of same date, executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz, the west half of the northeast quarter of section 5, in township 6, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

60 Received this warrant February 23, 1863, and executed the same by seizing the credits within described on the 24th day of March, 1863, and by delivering, on the same day, personally to the within-named J. L. Thompson and Isabella Thompson a copy of this warrant.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHAEL, *Deputy.*

March 24, 1863.
Miles, 14, 84; service, 2, 4.00—4.84.

61 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion, and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to Edward S. Brown, and secured by

mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz, the east half of the southeast quarter of section 6 in township 5 of range 19; also, lots 11, 12, and 13, in block 36, in "Challiss' addition to Atchison:"

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

62 Received this writ February 23d, 1863, and executed the same by seizing, on the 20th day of March, 1863, the credits therein described, and by posting a copy of this warrant for Thomas H. Storts and A. R. Storts, each in conspicuous places on the premises within described, on the same day.

March 20, 1863.

Miles, 6, 36; service, 2, 4.00—4.36.

JAMES L. McDOWELL, *U. S. Marshal*,
Per D. CARMICHAEL, *Deputy*.

63 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on

the following real estate in said county, viz, the southeast quarter of section 12 in township 7 of range 19:

You are therefore hereby commanded to seize said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

64 Received this warrant February 23d, 1863, and executed the same by seizing, on the 8th day of March, 1863, on the credits therein described, and by delivering on the same day personally to the within John Rothwell and Sarah Rothwell each a copy of this warrant.

Miles, 2, 12; service, 2, 4.00—4.12.

March 8, 1863.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHAEL, *Deputy.*

65 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits and effects within the district of Kansas, to wit:

A bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust, to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the folloging real estate in said county, viz, the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of said Edward S. Brown, and any

and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

66 Received this warrant February 23, 1863, and executed the same by seizing, on the 21st day of March, 1863, on the credits therein described, and by delivering on the same day personally, at the usual place of residence of John S. Rust, a copy of this warrant to Mahala Rust, and leaving a copy with her for John S. Rust.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHAEL, *Deputy.*

March 21, 1863.
Miles, 12, 72; serviee, 2, 4.00—$4.72.

67 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds in Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz: The northeast quarter of section 24, in township 5, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the

13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature, at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

68 Received this warrant February 23d, 1863, and executed the same by seizing, on the 20th day of March, 1863, on the credits therein described, and by delivering on the same day personally to the within-named Watson Stewart and Elizabeth Stewart each a copy of this warrant.

JAMES L. McDOWELL, *U. S. Marshal.*
Per D. CARMICHAEL, *Deputy.*

MARCH 20, 1863.

Miles, 3, 18; service, 2, 4.00—$4.18.

69 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz, the east half of the northeast quarter of section 10, in township 7, of range 19.

Your are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature, at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

70 Received this writ February 23, 1863, and executed the same by seizing, on the 27th day of March, 1863, the credits therein described, and by delivering on the same day personally to the within-named Sarah Duncan a copy of this warrant, and by delivering to her a copy for the within-named Thomas H. Duncan at his usual place of residence.

JAMES H. McDOWELL, *U. S. Marshal.*
Per D. CARMICHAEL, *Deputy.*

MARCH 27, 1863.

Miles 12, 72; service 2, 4.00—$4.72.

71 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D, 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: The northwest quarter of section 29, in township 6, of range 20; also, lot 1, in block J. J., Atchison City:

You are therefore commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature, at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

72 Received this warrant Feb. 23d, 1863, and executed the same by seizing, on the 27th day of March, 1863, on the credits therein described, and posting 2 copies of this warrant on the same day in con-

spicuous places on the premises within described, there being no occupants.

March 27, 1863.

Miles 9, 54; service, 2, 4.00—$4.54.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHALL, *Deputy.*

73 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits and effects, within the district of Kansas, to wit:

A bond for the payment of $120.00 in twelve months after date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 11, in township 5, of range 19:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

74 Received this writ February 23, 1863, and executed the same by seizing, on the 19th day of March, 1863, on the credits therein described, and by delivering personally on the same day to the within-named George W. Larison and Elizabeth Larison each a copy of this warrant.

March 19, 1863.

Miles, 15, 90; service, 2, 4.00—4.90.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHAEL, *Deputy.*

75 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

76 Received this warrant, February 23, 1863, and executed the same by seizing the credits therein described, on the 27th day of March, 1863, and by leaving a certified copy of this warrant for Andrew J. Rothwell and Polly Ann Rothwell, each, with the occupant of the within described on same day.

March 27, 1863.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHAEL, *Deputy.*

77 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the

rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of the same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz, the north-east quarter of section 29, in township 5, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

78 Received this warrant Feb. 23, 1863, and executed the same by seizing the credits therein described, on the 18th day of March, 1863, and by delivering a copy of this warrant on the same day, personally to Ellen Holbert, and handing her one for Charles Holbert, at his usual place of residence.

JAMES L. McDOWELL, *U. S. Marshal,*
Per D. CARMICHAEL, *Deputy.*

March 18, 1863.
Miles, 25, 1.50; service, 2, 4.00—$5.50.

79 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th

day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation, duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit:

A bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, Book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits and effects of the said Edward S. Brown and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

80 Received this warrant February 23, 1863, and executed the same by seizing, on the 19th day of March, 1863, on the credits therein described and by delivering on the same day, personally to Mary Link, a certified copy of this warrant, and by handing to her, at Philip Link's usual place of residence, on same day, a copy of this warrant for Philip Link.

JAMES L. McDOWELL, *U. S. Marshal*,
Per D. CARMICHAEL, *Deputy.*

March 19, 1863.
Miles, 8, 48; service, 1, 2.00—$2.48.

81 And which said warrants or orders of arrest are respectively further endorsed in words and figures as follows, to wit: "Filed April 2d, 1863. John T. Morton, clerk."

And on the said 2nd day of April, A. D. 1863, the said district attorney of the United States for the district of Kansas filed in the office of the clerk of said district court his information in words and figures as follows, to wit:

Information.

District court of the United States of America, district of Kansas.

INFORMATION.

To the judge of the district court of the United States for the district of Kansas:

Robert Crozier, attorney of the United States for the said district of Kansas, who prosecutes for the United States, exhibits this, his information, against—

A bond for the payment of $600.00 in twelve months after the date of

said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by the said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20.

82 Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23d, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz: the south half of the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown,

83 and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 268, on the following real estate in said county, viz: the northwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of the same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz: the southwest quarter of section 29, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the

84 office of the register of deeds of Atchison County, book E, page 264, on the following real estate in said county, viz: the southwest fractional quarter of section 21, township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz: the east half of the southwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the date

thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20.

85 Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz, the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of the same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz, the west half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $330.00 in twelve months after

86 the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of the same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21.

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 207, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown,

87 and secured by mortgage of same date, executed by said Louis Dein and Louisa Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said *by said* Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the

date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of
88 Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also, the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also, the west half of the southwest quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks, to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289,
89 on the following real estate in said county, to wit: the west half and the northwest quarter of section 6, in township 6, of range 20.

Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20.

Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19, and the northwest quarter of section
90 10, in township 7, of range 19.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21.

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kan-

sas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2 in section 10, in township 7, of range 19.

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum,
91 made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also, 20 acres of the southwest quarter of section 14, in township 5, of range 19; also, lot 13, in block 15, in Atchison City.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R.
92 Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also, lot 6, in block 101, in Atchison.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the
93 register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17; also, the southeast quarter of section 28, in township 6, of range 17; also, the southeast quarter of the northeast quarter of section 29, in township 6, of range 17; also, lots 10, 11, 12, and 13, in block 10, in Atchison City.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the northeast quarter of section 15, in township 5, of range 20.

Also a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown and secured by mortgage of same date, executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19.

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of *of* the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in "Challis' addition" to Atchison.

Also, a bond for the payment of $720.00 twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of said date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12, in township 7, of range 19.

95 Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19.

Also, a bond for the payment of $1,080.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20.

Also, a bond for the payment of $200.00, in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S.

96 Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $840.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish, to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on

the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on
97 the following real estate in said county, viz: the northeast quarter, except four acres, of section 11, in township 5, of range 19.

Also, a bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20.

Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the north-
98 east quarter of section 29, in township 5, of range 20.

Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book C, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20.

And against all persons lawfully intervening for their interest therein. And thereupon the said Robert Crozier doth allege, articulate, propound, and give the said judge to understand that on the second day of April, in the year one thousand eight hundred and sixty-three, at the county of Atchison, in the district of Kansas aforesaid, on land, James L. McDowell, esq., marshal of the United States for said district of Kansas, did seize the aforesaid bonds and mortgages, and the said judgment, and the estate, property, claim, credits, and rights thereto and therein
99 belonging to the said Edward S. Brown, and now holds the same in his custody within the district of Kansas aforesaid, as forfeited to the United States, for the causes hereinafter stated, to wit:

First. For that on the twenty-fifth day of September, in the year one thousand eight hundred and sixty-two, one Edward S. Brown was the owner of the said bonds, mortgages, and judgment, and credits, and hath not, since said twenty-fifth day of September, one thousand eight hundred and sixty-two, transferred or conveyed away the same.

Second. For that the said Edward S. Brown, after the 17th day of July, in the year one thousand eight hundred and sixty-two, acted as an officer of the army of the rebels in arms against the Government of the United States.

Third. For that the said Edward S Brown, after the seventeenth day

of July, in the year one thousand eight hundred and sixty-two, and since the date of the pretended ordinance of secession of the State of Virginia, took an oath of allegiance to, and to support the constitution of, the so-called Confederate States of America, and accepted an election as
100 a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State.

Fourth. For that the said Edward S. Brown, being the owner of property in the State of Kansas, the same being a loyal State, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, did assist and give aid and comfort to the existing rebellion against the Government of the United States.

Fifth. For that the said Edward S. Brown was, on the twenty fifth day of July, in the year one thousand eight hundred and sixty-two, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, and did not within sixty days after public warning and proclamation, duly given and made by the President of the United States, on the twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

All of which actings, doings, and omissions of the said Edward
101 S. Brown are contrary to the form of the statute of the United States in such cases made and provided, and whereby and by force of said statute the said bonds, mortgages, and judgment, and the estate, property, credits, and rights thereto and therein of said Edward S. Brown are forfeited to the uses in said statute specified.

Sixth. The said attorney of the United States, on behalf of the said United States, saith that all and singular the premises are true.

Wherefore he prays that process in due form of law issue against the said bonds, mortgages, and judgment, and the estate, property, credits, and rights thereto and therein, of the said Edward S. Brown, to enforce the forfeiture thereof, and requiring notice to be given to all persons concerned in interest to appear and show cause, on the return-day of said process, why such forfeiture should not be decreed.

ROBERT CROZIER,
District Attorney of the United States for the District of Kansas.

And thereupon there issued from the office of the clerk of the said district court a warrant of arrest or monition in words or figures as follows, to wit:

District court of the United States, district of Kansas, ss:

102 The United States of America, to the marshal of the United States for the district of Kansas, greeting:

Whereas an information hath been filed in the district court of the United States for the district of Kansas, on the 2d day of April, in the year of our Lord one thousand eight hundred and sixty-three, by Robert Crozier, esq., attorney of the United States for the said district, on behalf of the United States of America, against—

A bond for the payment of $600.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401,

on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S.
103 Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Edward S. Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz: the northeast quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz: the south half of the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 268, on the
104 following real estate in said county, viz: the northwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz: the southwest quarter of section 29, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of the same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: the southwest fractional quarter of section 21, township 7, of range 20.

105 Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, secured by mortgage of the same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz: the east half of the northwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds

of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz: the northeast quarter of section 7, in township 7, of range 20.

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent per annum, made September 12, 1859, by George T. Challiss to said Edward S.
106 Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz: the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz: the west half of the northwest quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $330.30 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of same date, executed by said John J. Scott and
107 Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21.

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 *c* per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21.

108 Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison

County, Kansas, book E, page 285, on the following real estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also the west half of the southwest quarter of section 12, in township 7, of range 19.

109 Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of Atchison County, Kansas, book F, page 289, on the following real estate in said county, to wit: the west half & the northwest quarter of section 6, in township 6, of range 20.

110 A bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds, Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20.

Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Hall and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19; and the northwest quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A.

111 Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21.

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2 in section 10, in township 7, of range 19.

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by

mortgage of same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of
112 deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by said C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also twenty acres of the southwest quarter-section 14, in township 5, of range 19; also lot 13, in block 15, in Atchison City.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the
113 register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also lot 6, in block 101, in Atkinson.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the southeast
114 fractional quarter of section 27, in township 6, of range 17; also the southeast quarter of section 28, in township 6, of range 17; also the southeast quarter of the northeast quarter of section 29, in township 6, of range 17; also lots 10, 11, 12, and 13, in block 10, in Atchison City.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quarter of section 15, in township 5, of range 20.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson, to said Edward S. Brown, and secured by mortgage of same date executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of

115 deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19.

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southwest quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison.

Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of Atchison County, Kansas, book G, page 122, on the following real estate in said
116 county, viz: the southeast quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19.

Also, a bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 382, on the following real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20.

117 Also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1, in block J. J., of Atchison City.

Also, a bond for the payment of $120.00 in twelve months after
118 date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by said George

W. Larrison and Elizabeth Larrison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 11, in township 5, of range 19.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz, the northwest fractional quarter of section 18, in township 7, of range 20.

Also, a judgment rendered by the district court of Atchison
119 County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of the same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz, the northeast quarter of section 29, in township 5, of range 20.

Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz, the northwest quarter of section 28, in township 5, of range 20—

For reasons and causes in the said information mentioned, and praying the usual process and monition of the said district
120 court in that behalf to be made, and that all persons interested in the said bonds and mortgages and the said judgment may be cited in general and special to answer the premises, and also due proceedings being had that the said bonds and mortgages and the said judgment, and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown may, for the causes in the said information mentioned, be condemned and the proceeds thereof distributed according to law. You are, therefore, hereby commanded to attach the said bonds and mortgages and the said judgment, and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown, and to retain the same in your custody until the further order of the court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned as forfeited and the proceeds thereof distributed according to the prayer of the said information, that they be and appear before the said court, to be held in
121 and for the said district of Kansas on the 30th day of April, A. D. 1863, at 10 o'clock in the forenoon of that day, if the same shall be a day of jurisdiction, otherwise, on the next day of jurisdiction thereafter, then and there to interpose a claim for the same and to make their allegations in that behalf. And what you shall have done in the premises, do you then and there make return of, together with this writ.

Witness the honorable Archibald Williams, judge of the said court, at

Topeka. in the district of Kansas, this second day of April, in the year of our Lord one thousand eight hundred and sixty-three, and of our Independence the 87th year.

JOHN T. MORTON, *Clerk.*

And which said monition was in words and figures, endorsed as follows, that is to say: "No. 141. District court of the United States, district of Kansas. The United States vs. A Bond for $600 and other bonds. Warrant and citation. Issued April 12, 1863. Returnable April 30, 1863. R. Crozier, esq., U. S. atty."

And afterwards, to wit, on the 22nd day of April, A. D. 1863, the said monition was returned into the office of the clerk of the said district court by the marshal of the United States for the district of
122 Kansas, with the following return of his doings endorsed thereon, to wit:

Return of marshal.

Received the within warrant April 2, 1863. In obedience to the same I have attached, arrested, and detained the following-described bonds, notes, & mortgages, and decree, to wit:

A bond for the payment of $600.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by the said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, to wit: the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George
123 T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book C, page 136, on the following real estate in said county, viz: the south half of the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the
124 register of deeds of Atchison County, Kansas, book E, page 268, on the following real estate in said county, viz: the northwest quarter of section 20, in township 7, of range 21.

Also, a bond for the payment of $1,020.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured

by mortgage of same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book *book* F, page 349, on the following real estate in said county, viz: the southwest quarter of section 29, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: the southwest fractional quarter of section 21, township 7, of range 20.

125 Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 259, on the following real estate in said county, viz: the east half of the southwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20.

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per

126 annum, made September 12, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz: the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz: the west half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and

127 secured by mortgage of the same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21.

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S

Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent., made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein
128 to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real
129 estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also, the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also, the west half of the southwest quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the
130 register of deeds of Atchison County, book E, page 289, on the following real estate in said county, viz: the west half and the northwest quarter of section 6, in township 6, of range 20.

Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20.

Also, a bond for the payment of $500.00 in twelve months after the date

thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the following
131 real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19; and the northwest quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21.

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of the same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2, in section 10, in township 7, of range 19.

132 Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchi- County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by said C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also, 20 acres of the southwest quarter of section 14, in township 5, of range 19; also, lot 13, in block 15, in Atchison City.

133 Also, a bond for the payment at $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: the southeast quarter of

section 22, in township 5, of range 20; also, lot 6, in block 101, in Atchison.

Also, a bond for the payment of $2,400.00 in twelve months after
134 the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17; also the southeast quarter of section 28, in township 6, of range 17; also the southeast quarter of the northeast quarter of section 29, in township 6, of range 17; also, lots 10, 11, 12, & 13, in block 10, in Atchison City.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quar-
135 ter of section 15, in township 5, of range 20.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown, and secured by mortgage of same date executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19.

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to said Edward S. Brown, and secured by mortgage of same date executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, "in Challiss' addition" to Atchison.

136 Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book C, page 123, on the following real estate in said county, viz: The northeast quarter, except 35 acres off the north side of section 33, in township 5, of range 19.

Also, a bond for the payment of $1,080.00 in twelve months after

137 the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county viz: The northeast quarter of section 24, in township 5, of range 20.

Also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date executed by said Thomas H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown and
138 secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also lot 1, in block J J, Atchison City.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres of section 11, in township 5, of range 19.

Also, a bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J.
139 Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: The northwest fractional quarter of section 18, in township 7, of range 20.

Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20.

Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by the said Philip Link and
140 Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of sec-

tion 28, in township 5, of range 20, within mentioned, and have cited and notified George T. Challiss, Imogene Challiss, W. J. Mayfield, Mary Ann Mayfield, Squire Wade, Elizabeth Wade, George M. Blodgett, Mary E. Blodgett, Isaac Blessing, Washington Hays, Nancy Hays, Israel Oliphant, John J. Scott, Margaret Scott, Thomas M. Johnson, Mary J. Johnson, Louis Dein, Linna Dein, Harrison Wider, Ellen Wider, James V. Beeson, Mahlon Oliphant, Rachel B. Oliphant, D. D. Hendricks, Hester Hendricks, Benjamin Ball, Hannah L. Ball, John A. Stephens, Charles Ball, D. C. Davis, Rebecca Ann Davis, C. C. Andrews, Stephen R. Jones, Lucinda Jones, Richard L. Atkinson, Fanny P. Atkinson, Isaac S. Hascall, Sarah J. Hascall, Robert W. Hancock, Ellen M. Hancock, J. L. Thompson, Isabella Thompson, Thomas H. Storts, A. R. Storts, John Rothwell, Sarah Rothwell, John S. Rust, Mahala Rust, Watson Stewart, Elizabeth Stewart, Thomas H.
141 Duncan, Sarah Duncan, Andrew Petifish, Parthena M. Petifish, George W. Larrison, Elizabeth Larrison, Andrew J. Rothwell, Polly Ann Rothwell, Charles Holbert, Ellen Holbert, Philip Link, Mary Link, and all other persons having or pretending to have any right, title, or interest therein as by the said warrant I am commanded to do. I also caused a copy of the annexed notice to be published for 14 days from and after the 18th day of April, 1863, in the Atchison Champion, the newspaper published nighest the place of seizure of the foregoing described notes, bonds, mortgages, & decree. I also caused a copy of same to be posted on the court-house door, in the city of Topeka, on the 18th day of April, 1863.

Notice.

In the district court of the United States, district of Kansas, set.

Whereas an information has been filed in the district court of the United States for the district of Kansas by Robert Crozier, esq., attorney of the United States for the said district of Kansas, who prosecutes for the United States, alleging that on the 25th day of September, A.
142 D. 1862, one Edward S. Brown was the owner of a bond for the payment of $600.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Chaliss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum,
143 made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the

office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz, the south half of the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 268, on the following real eastate in said county, viz: the northwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and
144 secured by mortgage of the same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz, the southwest quarter of section 29, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: the southwest fractional quarter of section 21, township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S Brown, and secured by mortgage of same date, executed by said Isaac Blessing
145 to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz: the east half of the southwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $25.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Eward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County Kansas, book E, page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20.

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T.
146 Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz: the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of the same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison

County, Kansas, book E, page 273, on the following real estate in said county, viz: the west half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of the same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the
147 following real estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21.

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21.

148 Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made Septembor 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also, the northeast quarter of the southeast quarter of
149 section 20, in township 7, of range 20; also, the west half of the southwest quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and

secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on
150 the following real estate in said county, viz: the west half and the northwest quarter of section 6, in township 6, of range 20.

Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20.

Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on
151 the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19, and the northwest quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21.

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of the same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county,
152 viz: lots 1 and 2, in section 10, in township 7, of range 19.

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of same date, executed by said C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in town-
153 ship 5, of range 19; also, twenty acres of the southwest quarter of section 14, in township 5, of range 19; also, lot 13, in block 15, in Atchison City.

Also, a bond for the payment of $480.00 in twelve months after the

date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page
154 375, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also, lot 6, in block 101, in Atchison.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17; also, the southeast quarter of section 28, in township 6, of range 17; also, the southeast quarter of the northeast quarter of section 29, in township 6, of range 17; also, lots 10, 11, 12, and 13, in block 10, in Atchison City.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum,
155 made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quarter of section 15, in township 5, of range 20.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown, and secured by mortgage of same date, executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19.

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per an-
156 num, made May 22, 1860, by Thomas H. Storts to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison.

Also, a bond for the payment of $720.00, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the

office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and
157 secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19.

Also, a bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20.

Also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas
158 H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1, in block J. J., Atchison City.

Also, a bond for the payment of $120.00 in twelve months after date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured be mortgage of same date, executed by said George W. Larison
159 and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres of section 11, in township 5, of range 19.

Also, a bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20.

Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles

160 Holbert to said Brown, and secured by mortgage of the same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20.

Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20; and hath not since said date transferred or conveyed away the same.

That the said Edward S. Brown, after the 17th day of July, A. D. 1862, acted as an officer of the army of the rebels in arms against
161 the Government of the United States.

That the said Edward S. Brown, after the 17th day of July, A. D. 1862, and since the date of the pretended ordinance of secession of the State of Virginia, took an oath of allegiance to, and to support the constitution of, the so-called Confederate States of America, and accepted an election as a member of a convention of said State of since the date of the pretended ordinance of secession of said State.

That the said Edward S. Brown, being the owner of property in the State of Kansas, the same being a loyal State, after the 17th day of July, A. D. 1862, did assist and give aid and comfort to the existing rebellion against the Government of the United States.

That the said Edward S. Brown was, on the 25th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States and in aiding and abetting such rebellion, and did not, within sixty days after public warning and proclamation, duly given and made by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and re-
162 turn to his allegiance to the United States, whereby, and by force of the statute of the United States, the said bonds, mortgages, and judgment, and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown are forfeited to the uses in said statute specified, and praying that process, in due form of law, issue against the said bonds, mortgages, judgment, and the estate, property, claim, credits, and rights thereto and therein of the said Edward S. Brown, to enforce the forfeiture thereof, and to notify all persons concerned in interest to appear and show cause why such forfeitures should not be decreed.

And whereas, on the 2nd day of April, A. D. 1863, a warrant of arrest, issued from the office of the clerk of said court under the seal thereof, directed to the marshal of the United States for said district, commanding him to seize, attach, and detain said bonds, mortgages, judgment, and estate, property, credits, and rights thereto and therein of the said Edward S. Brown, which warrant has been executed by the said
163 marshal by seizing and attaching said bonds, mortgages, judgment, and estate, property, credits, and rights thereto and therein of the said Edward S. Brown.

Public notice is therefore hereby given of the above-recited facts, and the 30th day of April, A. D. 1863, is the time assigned for the return of said warrant, when, (or at the next day of jurisdiction there-

after,) and at the court-room of the district court of the United States for the district of Kansas, at Topeka, in said district, this cause will be heard, when and where all concerned in interest are notified to appear and show cause why such forfeiture should not be decreed.

JAMES L. McDOWELL,
U. S. Marshal for the District of Kansas.

Apr. 18, n. 10, 2 w.

Entry.

And afterwards, to wit, at a term of said district court, begun and held at the city of Topeka, in said district, on Monday, the 13th day of April, A. D. 1863, the following proceedings were had in said cause, that is to say:

SATURDAY, *April* 25, *A. D.* 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 AND OTHER BONDS.

On motion of the United States district attorney, it is ordered
164 by the court that the libellants have leave to amend their information herein, and thereupon the United States of America, by Robert Crozier, esq., U. S. atty., filed their amended information herein in words and figures as follows, to wit:

Amended information.

District court of the United States of America, district of Kansas.

INFORMATION.

To the judge of the district court of the United States for the district of Kansas:

Robert Crozier, attorney of the United States for the said district of Kansas, who prosecutes for the United States, exhibits this, his information, against—

A bond for the payment of $660.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20.

165 Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, book E, page 296, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20.

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made

May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challis to said Brown, recorded in the office of the register of deeds of Atchison County, book G, page 136, on the following real estate in said county, viz, the south half of the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $300.00 in twelve months after
166 the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 268, on the following real estate in said county, viz, the northwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz, the southwest quarter of section 29, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from
167 the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz, the southwest fractional quarter of section 21, township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz, the east half of the southwest quarter of section 20, in township 7, of range 20.

Also, a bond for the payment of $250.00 in twelve months from the
date thereof, with interest at the rate of 30 per cent. per annum,
168 made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz, the southeast quarter of section 7, in township 7, of range 20.

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz, the northwest quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made

September 9, 1859, by Israel Oliphant to said Edward S. Brown,
169 and secured by mortgage of the same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz, the west half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of the same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21.

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said
170 Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the reg-
171 ister of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson, to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also, the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also, the west half of the southwest quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oli-
172 phant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz: the west half and the northwest quarter of section 6, in township 6, of range 20.

Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and
173 Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20.

Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19, and the northwest quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262,
174 on the following real estate in said county, viz: the west half of the northwest quarter of section 31, in township 6, of range 21.

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of the same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2, in section 10, in township 7, of range 19.

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

175 Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by said C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also twenty acres of the southwest quarter of sec-

tion 14, in township 5, of range 19; also, lot 13, in block 15, in Atchison City.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

176 Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 365, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also lot 6, in block 101, in Atchison.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast

177 fractional quarter of section 27, in township 6, of range 17; also, the southeast quarter of section 28, in township 6, of range 17; also, the southeast quarter of the northeast quarter of 29, in township 6, of range 17; also, lots 10, 11, 12, and 13, in block 10, in Atchison City.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quarter of section 15, in township 5, of range 20.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown, and secured by mortgage of same date, executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register

178 deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19.

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison.

Also, a bond for the payment of $720.00 in twelve months after the date

thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and
179 Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12, in township 7, of range 19.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19.

Also, a bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and
180 Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20.

Also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan and Sarah Ducan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and
181 Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1 in block J. J., Atchison City.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison, to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 11, in township 5, of range 19.

Also, a bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown,
182 and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds, of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20.

Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20.

Also, a bond for the payment of $480.09 in twelve months after
183 the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20.

And against all persons lawfully intervening for their interest therein.

And thereupon the said Robert Crozier doth allege, articulate, propound, and give the said judge to understand, that on the second day of April, in the year of our Lord 1863, at the county of Leavenworth, in the district of Kansas, on land, James L. McDowell, marshal of the United States for said district of Kansas, did seize the aforesaid bonds and mortgages, and the said judgment, and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown, and now holds the same in his custody within the district aforesaid
184 as forfeited to the United States for the causes hereinafter stated, to wit:

First. For that on the twenty-fifth day of September, in the year one thousand eight hundred and sixty-two, one Edward S. Brown was the owner of said bonds, mortgages, judgments, and credits, and hath not, since said twenty-fifth day of September, one thousand eight hundred and sixty-two, transferred or conveyed away the same.

Second. For that the said Edward S. Brown, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, acted as an officer of the army of the rebels in arms against the Government of the United States.

Third. For that the said Edward S. Brown, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, and since the date of the pretended ordinance of secession of the State of Virginia, took an oath of allegiance to, and to support the constitution of, the so-called Confederate States of America, and accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State.

Fourth. For that the said Edward S. Brown, being the owner
185 of property in the State of Kansas, the same being a loyal State, after the 17th day of July, in the year one thousand eight hundred and sixty-two, did assist and give aid and comfort to the existing rebellion against the Government of the United States.

Fifth. For that the said Edward S. Brown was, on the twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, and did not, within sixty days after public warning and proclamation duly given and made by the President of the United States on the twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, cease to aid, counte-

nance, and abet such rebellion, and return to his allegiance to the United States. All of which actings, doings, and omissions of the said Edward S. Brown are contrary to the form of the statute of the United States in such case made and provided, and whereby and by force of said statute the said bonds, mortgages, and judgment, and the estate, property, credits, and rights therein and thereto of the said Edward S. Brown are forfeited to the uses in said statute specified.

186 Sixth. And the said attorney of the United States doth further allege, articulate, & propound that the said George T. Challiss, W. J. Mayfield, Squire Wade, George M. Blodgett, Isaac Blessing, Washington Hays, Israel Oliphant, John, J. Scott, Thomas N. Johnson, Louis Dein, Harrison Wider, James V. Beeson, Mahlon Oliphant, D. D. Hendricks, Benjamin Ball, John A. Stephens, Charles Ball, D. C. Davis, C. C. Andrews, Stephen R. Jones, Richard L. Atkinson, Isaac S. Hascall, Robert W. Hancock, I. L. Thompson, Thomas H. Storts, John Rothwell, John S. Rust, Watson Stewart, Thomas H. Duncan, Andrew Petifish, George W. Larrison, Andrew J. Rothwell, Phillip Link, & Charles Holbert, did respectively upon the days hereinbefore mentioned as the day of the execution of the bonds hereinbefore mentioned, execute the said bonds for the amount & interest hereinbefore mentioned, and deliver the same to the said Edward S. Brown, and thereby promised respectively to pay to the said Edward S. Brown, in twelve months after the date of said bonds, respectively, the amounts and interest hereinbefore mentioned, which amounts & interest are still wholly

187 unpaid. And to secure the payment of said bonds and the interest thereon, the said James V. Beeson, Mahlon Oliphant, and Rachel B. Oliphant, his wife, D. D. Hendricks and Hester Hendricks, his wife, George T. Challiss and Imogene Challiss, his wife, W. J. Mayfield and Sarah Ann Mayfield, his wife, Benjamin Ball and Hannah L. Ball, his wife, Squire Wade and Elizabeth Wade, his wife, George M. Blodgett and Mary E. Blodgett, his wife, Isaac Blessing, John A. Stephens and Margaret Stephens, his wife, Charles Ball, D. C. Davis, and Rebecca Ann Davis, his wife, C. C. Andrews, Stephen R. Jones, and Lucinda Jones, his wife, Richard L. Atkinson and Fanny P. Atkinson, his wife, Isaac S. Hascall and Sarah J. Hascall, his wife, Robert W. Hancock and Eliza M. Hancock, his wife, J. L. Thompson and Isabella Thompson, his wife, Louis Dein and Linna Dein, his wife, Harrison Wider and Ellen Wider, his wife, Thomas H. Storts and A. R. Storts, his wife, John Rothwell and Sarah Rothwell, his wife, John S. Rust and Mahala Rust, his wife, Watson Stewart and Elizabeth Stewart, his wife, Thomas H. Duncan and Sarah Duncan, his wife, Andrew Petifish and Parthena M. Petifish, his wife, George W. Larrison and

188 Elizabeth Larrison, his wife, Andrew J. Rothwell and Polly Ann Rothwell, his wife, Philip Link and Mary Link, his wife, Washington Hays and Nancy Hays, his wife, Israel Oliphant, John Scott and Margaret Scott, his wife, Thomas N. Johnson and Mary J. Johnson, his wife, respectively, on the days hereinbefore mentioned, executed and acknowledged the mortgages hereinbefore mentioned upon the lands herein respectively described, which mortgages are of record at the places, in the books, &c., on the pages hereinbefore mentioned.

Seventh. The said attorney of the said United States, on behalf of the said United States, saith that all and singular the premises are true; wherefore he prays that process in due form of law issue against the said bonds, mortages, & judgment, & the estate, property, credits, & rights therein and thereto of the said Edward S. Brown to enforce the forfeiture thereof, and requiring notice to be given to

all persons concerned in interest to appear and show cause on the return-day of said process why such forfeiture should not be
189 decreed, and that the said George T. Challiss and Imogene Challiss, W. J. Mayfield and Sarah Ann Mayfield, Squire Wade and Elizabeth Wade, George M. Blodgett and Mary E. Blodgett, Isaac Blessing, Washington Hays and Nancy Hays, Israel Oliphant, John J. Scott and Margaret Scott, Thomas N. Johnson and Mary J. Johnson, Louis Dein and Linna Dein, Harrison Wider and Ellen Wider, James V. Beeson, Mahlon Oliphant & Rachel B. Oliphant, D. D. Hendricks & Hester Hendricks, Benjamin Ball and Hannah L. Ball, John A. Stephens & Margaret Stephens, Charles Ball, D. C. Davis & Rebecca Ann Davis, C. C. Andrews, Stephen R. Jones & Lucinda Jones, Richard L. Atkinson & Fanny P. Atkinson, Isaac S. Haskell and Sarah J. Haskell, Robert W. Hancock & Eliza M. Hancock, J. L. Thompson and Isabella Thompson, Thomas H. Storts and A. R. Storts, John Rothwell and Sarah Rothwell, John S. Rust and Mahala Rust, Watson Stewart and Elizabeth Stewart, Thomas H. Duncan and Sarah Duncan, Andrew Petifish and Parthena M. Petifish, George W. Larrison and Elizabeth Larrison, Andrew J. Rothwell and Polly Ann Rothwell, Philip Link
190 and Mary Ann Link, Charles Holbert and Ellen Holbert, may be cited to answer, respectively, concerning the execution and delivery of the bonds and mortgages and the rendition of the judgment hereinbefore described, and concerning the amount of their indebtedness therein, respectively, and to show cause, if any they have, why they should not be decreed to pay to the United States the amount and interest aforementioned, respectively, and why the lands aforesaid should not be sold to pay the amounts and interest found due upon the mortgages and bonds and judgment aforesaid, respectively, and they be barred of all right of redemption therein and why execution should not issue for any remainder due after applying the proceeds of such sales, respectively.

ROBERT CROZIER,
United States District Attorney.

And which said amended information so filed is in words and figures endorsed as follows, to wit: "District court of the United States, district of Kansas. The United States *vs.* A Bond for $600 and
191 other bonds. Amended information. R. Crozier, U. S. attorney. Filed April 29, 1863. John T. Morton, Clerk.

And afterwards, to wit, at the term aforesaid of the court aforesaid, and on the 5th day of May, A. D. 1863, the following proceedings were had in said cause, to wit:

Entry.

TUESDAY, *May 5th, A. D.* 1863.

No. 141.—Information.

THE UNITED STATES OF AMERICA
vs.
A BOND, FOR THE PAYMENT OF $600.00 IN TWELVE MONTHS AFTER THE date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of

the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20;

Also, a bond for the payment of $750.00 in twelve months from the
2 date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said *to said* Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20;

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz, the south half of the northwest quarter of section 7, in township 6, of range 21;

193 Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E. page 268, on the following real estate in said county, to wit: the northwest quarter of section 20, in township 7, of range 20;

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of the same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz, the southwest quarter of section 29, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve months from
194 the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz, the southwest fractional quarter of section 21, township 7, of range 20;

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 259, on the following real estate in said county, viz, the east half of the southwest quarter
195 of section 20, in township 7, of range 20;

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S.

Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20;

Also, a bond for the payment of $1,000.00 in twelve months after date thereof, with interest at the rate of 30 per cent. per annu[m], September 12, 1859, by George T. Challiss to said Edward S. [Brown] and secured by mortgage of the same date, executed by said [George] T. Challiss and Imogene Challiss to said Brown, recorded in the [office] of the register of deeds of Atchison County, Kansas, book E, [page] 286, on the following real estate in said county, viz, the north[east] quarter of section 7, in township 6, of range 21;

196 Also, a bond for the payment of $150.00 in twelve months f[rom] the date thereof, with interest at the rate of 30 per cent. per [annum], made September 9, 1859, by Israel Oliphant to said Edward [S.] Brown, and secured by mortgage of the same date, executed by sa[id] Israel Oliphant to said Brown, recorded in the office of the register [of] deeds of Atchison County, Kansas, book E, page 273, on the fo[l]lowing real estate in said county, viz: the west half of the northeast quarter of section 10, in township 7, of range 19;

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of the same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz, the northeast quarter of section 32, in

197 township 6, of range 21;

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21;

Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on

198 the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21;

Also, a bond for the payment of $100 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21;

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown

and secured by mortgage of same date, executed by said James
199 V. Beeson to said Brown, recorded in the office of the register
deeds of Atchison County, Kansas, book E, page 285, on
th real estate in said county, viz, the southeast quarter of
se township 7, of range 20; also the northeast quarter of
quarter of section , in township 7, of range 20; also
f of the southwest quarter of section 12, in township 7, of

for the payment of $350.00 in twelve months after the
of, with interest at the rate of 30 per cent. per annum, made
r 9, 1859, by Mahlon Oliphant to said Edward S. Brown,
red by mortgage of same date, executed by said Mahlon Oli-
d Rachel B. Oliphant to said Brown, recorded in the office
egister of deeds of Atchison County, Kansas, book E, page
the following real estate in said county, viz: the northeast
of section 9, in township 7, of range 19;

Also, a bond for the payment of 600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz: the west half and the northwest quarter *quarter* of section 6, in township 6, of range 20;

lso, a bond for the payment of $1,200.00 in twelve months after the ate thereof, with interest at the rate of 20 per cent. per annum, made ay 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20;

201 Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball & Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, viz, book E, page 271, on the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19, and the northwest quarter of section 10, in township 7, of range 19;

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book
202 E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21;

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of the same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison

County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2 in section 10, in township 7, of range 19;

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of the same date, executed by said D. C. Davis
203 and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20;

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by said C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also twenty acres of the southwest quarter of section 14, in township 5, of range 19; also lot 13, in block 15, in Atchison City.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum,
204 made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20;

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: the southeast quarter of section , in township 5, of range 20; also lot 6, in block 101, in Atchison.

205 Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 363, on the following real estate in said county, viz: the southeast quarter of the northwest fractional quarter of section 27, in township 6, of range 17; also the southeast quarter of section 28, in township 6, of range 17; also the southeast quarter of the northeast quarter of section 29, in township 6, of range 17; also lots 10, 11, 12, and 13, in block 10, in Atchison City;

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by Robert W. Han-
206 cock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quarter of section 15, in township 5, of range 20;

for the payment of $120.00 in twelve months after the date
ith interest at the rate of 20 per cent. per annum, made May
by J. L. Thompson to said Edward S. Brown, and secured by
ge of same date executed by said J. L. Thompson and Isabella
son to said Brown, recorded in the office of the register of deeds
chison County, Kansas, book F, page 381, on the following
state in said county, viz: the west half of the northeast quarter
ction 5, in township 6, of range 19;

a bond for the payment of $740.00 in twelve months after the date
reof, with interest at the rate of 20 per cent. per annum, made May
22, 1860, by Thomas H. Storts to Edward S. Brown, and secured
by mortgage of same date, executed by said Thomas H. Storts
and A. R. Storts to said Brown, recorded in the office of the
register of deeds of Atchison County, Kansas, book G, page 116,
on the following real estate in said county, viz: the east half of
the southeast quarter of section 6, in township 5, of range 19; also,
lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison;

Also, a bond for the payment of $720.00 in twelve months after the date
thereof, with interest at the rate of 20 per cent. per annum, made May
19, 1860, by John Rothwell to said Edward S. Brown, and secured by
mortgage of same date, executed by said John Rothwell and Sarah
Rothwell to said Brown, recorded in the office of the register of deeds
of Atchison County, Kansas, book G, page 122, on the following
real estate of said county, viz: the northeast quarter of section 12,
in township 7, of range 19;

Also, a bond for the payment of $300.00 in twelve months after the date
thereof, with interest at the rate of 20 per cent., made May 21,
208 1860, by John S. Rust to said Edward S. Brown, and secured
by mortgage of said date, executed by said John S. Rust and
Mahala Rust to said Brown, recorded in the office of the register of
deeds of Atchison County, Kansas, book G, page 123, on the follow-
ing real estate in said county, viz: the northeast quarter, except 35
acres off the north side, of section 33, in township 5, of range 19;

Also, a bond for the payment of $1,080.00 in twelve months after the
date thereof, with interest at the rate of 20 per cent. per annum,
made May 16, 1860, by Watson Stewart to said Edward S. Brown,
and secured by mortgage of same date, executed by said Watson
Stewart and Elizabeth Stewart to said Brown, recorded in the office
of the register of deeds of Atchison County, Kansas, book F, page
352, on the following real estate in said county, viz: the northeast
quarter of section 24, in township 5, of range 20;

Also, a bond for the payment of $200.00 in twelve months after the date
thereof, with interest at the rate of 30 per cent. per annum,
209 made September 9, 1859, by Thomas H. Duncan to said Edward
S. Brown, and secured by mortgage of same date, executed by
said Thomas H. Duncan and Sarah Duncan to said Brown, recorded
in the office of the register of deeds of Atchison County, Kansas, in
book E, page 260, on the following real estate in said county, viz:
the east half of the northeast quarter of section 10, in township 7,
of range 19;

Also, a bond for the payment of $840.00 in twelve months after the date
thereof, with interest at the rate of 20 per cent. per annum, made May
16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by
mortgage of same date, executed by said Andrew Petifish and Parthena
M. Petifish to said Brown, recorded in the office of the register of deeds
of Atkinson County, Kansas, book F, page 355, on the following real

estate in said county, viz: the northwest quarter of section
ship 6, of range 20; also, lot 1, in block J. J., Atchinson
Also, a bond for the payment of $120.00 in twelve months after the
210 date thereof, with interest at the rate of 20 per cent. per annum, made
made May 23, 1860, by George W. Larison to said Edward S.
Brown, and secured by mortgage of same date, executed by said
W. Larrison and Elizabeth Larrison to said Brown, recorded
office of the register of deeds of Atchinson County Kansas, book F,
page 140, on the following real estate in said county, viz: the north-
west quarter, except 4 acres of section 11, in township 5, of rang
Also, a bond for the payment of $360.00 in twelve months after the
thereof, with interest at the rate of 20 per cent. per annum, made
24, 1860, by Andrew J. Rothwell, and secured by mortgage of said
date, executed by said Andrew J. Rothwell and Polly Ann Rothwell
to said Brown, recorded in the office of the register of deeds of Atchin-
son County, Kansas, book F, page 386, on the following real estate
in said county, viz: the northwest fractional quarter of
211 section 18, in township 7, of range 20;
Also, a judgment rendered by the district court of Atchison County,
Kansas, in favor of said Edward S. Brown, on a bond for the payment
of $900.00, in twelve months after the date thereof, with interest at
the rate of 20 per cent. per annum, made May 23, 1860, by Charles
Holbert to said Brown, and secured by mortgage of the same date,
executed by said Charles Holbert and Ellen Holbert to said Brown,
recorded in the office of the register of deeds of Atchison County,
Kansas, book G, page 124, on the following real estate in said
county, viz: the northeast quarter of section 29, in township 5, of
range 20;
Also, a bond for the payment of $480.09 in twelve months after the
date thereof, with interest at the rate of 20 per cent. per annum, made
May 16, 1860, by Philip Link to said Edward S. Brown, and, secured
by mortgage of the same date, executed by said Philip Link and Mary
Link to said Brown, recorded in the office of the register of
212 deeds of Atchison County, Kansas, book G, page 109, on
the following real estate in said county, viz: the northwest
quarter of section 28, in township 5, of range 20.

The marshal returned that has duly attached the bonds and mort-
gages, credits, and property above described, and given due notice to all
persons claiming the same that this court would, on the 30th day of
April, A. D. 1863, proceed to the trial and condemnation thereof, should
no claim be interposed for the same.

On motion of Robert Crozier, esq., U. S. district attorney, proclama-
tion is made for all persons, having anything to say why the same should
not be condemned and declared forfeited, to answer the prayer of the
information herein; and no person appearing, on like motion it is ordered
that the defaults of all persons be entered, and that the said bonds and
mortgages, credits and property, be, and the same are hereby, con-
demned and declared forfeited to the United States of America, to an-
swer the prayer of the libellant herein. And it is further ordered and de-
creed that a writ of citation issue in the case of each of the bonds
213 and mortgages for the obligors and mortgagors above named as hav-
ing executed bonds and mortgages to the said Edward S. Brown,
to be directed to the marshal of the district of Kansas, commanding
him to cite and notify the said obligors and mortgagors that on or be-
fore the 25th day of May, A. D. 1863, they be and appear before this
court, then and there to answer respectively concerning the execution

and delivery of the said bonds and mortgages, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed respectively to pay to the United States the amount so due, and why the said land should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

And on like motion it is further ordered that it be referred to A. L. Williams, esq., commissioner in admiralty, to ascertain the interest of the said Edward S. Brown in said credits, bonds, and mortgages,
214 and the amount due thereon respectively, and to report the same to the court with all convenient speed.

Citation.

Whereupon there issued from the office of the clerk of the said district court the following writs of citation herein, which were afterwards, to wit, on the 25th day of May, A. D. 1863, returned into the office of the clerk of the said court by the marshal of the United States for the district of Kansas, with a return of his doings therein endorsed on each as below respectively set forth, which said writs of citation, with the said return of the marshal endorsed thereon, are respectively as follows, to wit:

215 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: A bond for the payment of $600.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by the said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said George T. Challiss and Imogene Challiss be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said George

T. Challis and Imogene Challiss that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

216 Received this writ May 6th, 1863, and executed the same by delivering personally to George T. Challiss and Imogene Challiss each a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Dep.*

217 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz: the northeast quarter of section 11, in township 6, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said George T. Challiss and Imogene Challiss be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said George T. Challiss and Imogene Challiss that, on or before the 25th day of May, A. D. 1863, they be and

appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

218 Received this writ May 6th, 1863, and executed the same by delivering personally to George T. Challiss and Imogene Challiss a copy of this writ.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

Service, 2, 4.00; miles, 11, 66—4.66.

219 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: A bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss, to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz: the south half of the northwest quarter of section 7, in township 6, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said George T. Challiss and Imogene Challiss be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said George T. Challiss and Imogene Challiss that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there

to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

220 Received this writ May 6, 1863, and executed the same by delivering personally to George T. Challiss and Imogene Challiss each a copy of this writ.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

221 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $300 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 268, on the following real estate in said county, viz, the northwest quarter of section 20, in township 7, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and, whereas, afterwards, to wit, on the 5th day of May A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said W. J. Mayfield and Sarah Ann Mayfield be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said W. J. Mayfield and Sarah Ann Mayfield that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon,

and to show cause, if any 'he' ha', why 'he' should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

222 Received this writ May 6, 1863, and executed the same by delivering personally to W. J. Mayfield and Sarah Ann Mayfield each a copy of this writ.

JAMES L. McDOWELL,
U. S. Marshal.
Per J. H. ORTMAN, *Deputy.*

MAY 11, 1863.

223 THE UNITED STATES AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz: the southwest quarter of section 29, in township 6, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Squire Wade and Elizabeth Wade be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are, therefore, hereby commanded to cite and notify the said Squire Wade and Elizabeth Wade that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands

aforesaid should not be sold to pay the same and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

224 Received this writ May 6, 1863, and executed the same by delivering personally to Squire Wade and Elizabeth Wade each a copy of this warrant, May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

225 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: the southwest fractional quarter of section 21, township 7, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said George M. Blodgett and Mary E. Blodgett be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said George E. Blodgett and Mary E. Blodgett that on or before the 25 day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution

should not issue for any remainder due after paying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

226 Received this writ May 6, 1863, and executed the same by delivering personally to George M. Blodgett and Mary E. Blodgett each a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

227 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date executed by said Isaac Blessing to said Kansas, book E, page 259, on the following real estate in said county, Brown, recorded in the office of the register of deeds of Atchison County, viz: the east half of the southwest quarter of section 20, in township 7, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Isaac Blessing be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Isaac Blessing that on or before the 25th day of May, A. D. 1863, he be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any he ha', why he should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

228 Received this writ May 6, 1863, and executed the same by delivering, personally, to Isaac Blessing a copy of this writ on the 11th day of May, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

229 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5 day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned, and declared forfeited to the United States of America, and which said order and decree directed that the said Washington Hays and Nancy Hays be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Washington Hays and Nancy Hays that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with

the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

230 Received this writ May 6th, 1863, and executed the same by delivering, personally, to Washington Hays and Nancy Hays, each, a copy of this writ, May 11, 1863.

JAMES R. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

231 THE UNITED STATES OF AMERICA,
District of Kansas, ss. :

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting :

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages : Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to Edward S. Brown, and secured by mortgage of the same date, executed *to* said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book , page 285, on the following real estate in said county, viz: the northwest quarter of section 7, in township 6, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information ; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said George T. Challiss and Imogene Challiss be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said George T. Challiss and Imogene Challiss, that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

232 Received this writ May 6th, 1863, and executed the same by delivering personally to George T. Challiss and Imogene Challiss each a copy of this writ, May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Dep.*

233 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $150.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of the same date, executed by the said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz: the west half of the northeast quarter of section 10, in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Israel Oliphant be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Israel Oliphant that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 25th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

234 Received this writ May 6, 1863, and executed the same by delivering the same personally to John Trape, usual*ly* place of residence of Israel Oliphant, a copy of this writ.

May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per G. H. RUSHMORE,
Deputy.

235 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said John J. Scott and Margaret Scott be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said John J. Scott and Margaret Scott that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

236 Received this writ May 6th, 1863, and executed the same by delivering personally to John Scott and Margaret Scott each a copy of this writ.
May 11, '63.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Dep.*

237 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of said date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21; and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to-wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Thomas N. Johnson and Mary J. Johnson be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Thomas N. Johnson and Mary J. Johnson that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

238 Received this writ May 6, 1863, and executed the same by delivering personally to Thomas N. Johnson and Mary J. Johnson each a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy*.

239 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Louis Dein and Linna Dein be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Louis Dein and Linna Dein that, on or before the 25 day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after the sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk*.

240 Received this writ May 6, 1863, and executed the same by delivering personally to Louis Dein and Linna Dein each a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

241 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Harrison Wider and Ellen Wider be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same. You are therefore hereby commanded to cite and notify the said Harrison Wider and Ellen Wider that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

242 Received this writ May 6, 1863, and executed the same by delivering personally to Harrison Wider and Ellen Wider each a copy of this writ.
May 11, 1863.

JAMES L. McDOWELL, *U. S. Marshal,*
Per J. H. ORTMAN, *Deputy.*

243 UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds and mortgages: Also a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County Kansas, book E, page 271, on the following real estate in said county, viz, the southeast quarter of section 3 in township 7, of range 19, and the northwest quarter of section 10, in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information: And whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Benjamin Ball and Hannah L. Ball be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Benjamin Ball and Hannah L. Ball, that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

244 Received this writ May 6, 1863, and executed the same by delivering personally to Benjamin Ball and Hannah Ball each a copy of this writ May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

245 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for district of Kansas, their information, alleging a seizure by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens, to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County on the following real estate in said county, viz, the west half of the northeast quarter of section 31, in township 6, of range 21; and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the cause alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said John A. Stephens and Margaret Stephens be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said John A. Stephens and Margaret Stephens that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

246 Received this writ May 6, 1863, and executed the same by delivering personally to John A. Stephens and Margaret Stephens each a copy of this warrant.

May 11, 1863.

JAMES E. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

247 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: Also a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz, lots 1 and 2 in section 10 in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Charles Ball be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Charles Ball that, on or before the 25th day of May, A. D. 1863, he be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any he ha', why he should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

248 Received this writ May 6, 1863, and executed the same by delivering to Benjamin Ball, who tends to Charles Ball's business, a copy of this writ.

May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. ORTMAN, *Deputy.*

249 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: also a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz, the southeast quarter of section 20, in township 7, of range 20; also the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also the west half of the southwest quarter of section 12, in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said James V. Beeson be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said James V. Beeson that on or before the 25th day of May, A. D. 1863, he be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any he have, why he should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

250 Received this writ May 6, 1863, and executed the same by delivering personally to Mrs. Beeson, his mother, and at the usual place of his residence, a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL, *U. S. Marshal*,
Per J. H. ORTMAN, *Deputy*.

251 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz, the northeast quarter of section 9, in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Mahlon Oliphant and Rachel B. Oliphant be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Mahlon Oliphant and Rachel B. Oliphant that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk*.

252 Received this writ May 16, 1863, and executed the same by delivering the same personally to John Trape at the usual place

of residence of Mahlon Oliphant & Rachel B. Oliphant for each a copy of this writ.

May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

253 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz: the west half and the northwest quarter of section 6, in township 6, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said D. D. Hendricks and Hester Hendricks be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said D. D. Hendricks and Hester Hendricks that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

254 Received this writ May 6, 1863, and executed the same by delivering personally to D. D. Hendricks and Hester Hendricks each a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

255 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, in the following real estate in said county, viz: the west half of section 6, in township 6, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said D. D. Hendricks and Hester Hendricks be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said D. D. Hendricks and Hester Hendricks that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

256 Received this writ May 6, 1863, and executed the same by delivering personally to D. D. Hendricks and Hester Hendricks each a copy of this writ.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

257 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said D. C. Davis and Rebecca Ann Davis be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said D. C. Davis and Rebecca Ann Davis that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

258 Received this writ May 6th, 1863, and executed the same by delivering to D. C. Ball and Rebecca Ann Ball each personally a copy of this writ.
May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

259 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $350.00, in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also twenty acres of the southwest quarter of section 14, in township 5, of range 19; also lot 13, in block 15, in Atchison City, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said C. C. Andrews be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby, commanded to cite and notify the said C. C. Andrews that, on or before the 25th day of May, A. D. 1863, he be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any he ha , why he should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

260 Received this writ May 6, 1863, and executed the same by leaving a copy of the same at C. C. Andrews' usual place of residence, on the premises within described, with a person over 16 years of age.
May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

261 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Stephen R. Jones and Lucinda Jones be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Stephen R. Jones and Lucinda Jones that, on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

262 Received this writ May 6, 1863, and executed the same by delivering personally, on the 12th day of May, 1863, to Stephen R. Jones and Lucinda Jones, each a copy of this writ.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

263 THE UNITED STATES OF AMERICA.
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds and mortgages: Also, a bond for the payment of $400.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, on the following real estate in said county, viz: the southeast quarter of section 23, in township 5, of range 20; also, lot 6, in block 101, in Atchison, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Richard L. Atkinson and Fanny P. Atkinson be cited to appear and answer in the premises, and to show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Richard L. Atkinson and Fanny P. Atkinson that, on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

264 Received this writ May 6th 1863, and executed the same by leaving two copies for Richard L. & Fanny P. Atkinson on the premises within described.
May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Dept.*

265 THE UNITED STATES OF AMERICA,
District of Kansas, ss :

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting :

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17 ; also, the southeast quarter of section 28, in township 6, of range 17 ; also, the southeast quarter of the northeast quarter of section 29, in township 6, of range 17 ; also, lots 10, 11, 12, & 13, in block 10, in Atchison City, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and, whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Isaac S. Hascall and Sarah J. Hascall be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Isaac S. Hascall and Sarah J. Hascall that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with

the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

266 Received this writ May 6, 1863, and executed the same by leaving a copy for each of the within-named parties at their usual place of residence, with a person over 16 years of age, on the 15th day of May, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

267 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $300.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, and recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county: the southeast quarter of section 15, in township 5, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Robert W. Hancock and Eliza M. Hancock be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Robert W. Hancock and Eliza M. Hancock that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

268 Received this writ May 6, 1863, and executed the same by delivering personally to Eliza Hancock a copy of this writ, and by leaving a copy of this writ with her for Robert W. Hancock, at their usual place of residence, on May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

269 THE UNITED STATES OF AMERICA,
District of Kansas, ss.:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $120.00, in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Brown, and secured by mortgage of same date, executed by said J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19; and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said J. L. Thompson and Isabella Thompson be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said J. L. Thompson and Isabella Thompson that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

270 Received this writ May 6, 1863, and executed the same by delivering personally on the 12th day of May, 1863, to J. L. Thompson & Isabella Thompson each a copy of this writ.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

271 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison; and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Thomas H. Storts and A. R. Storts be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Thomas H. Storts and A. R. Storts that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with

the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

272 Received this writ May 6, 1863, and executed the same by leaving a copy of same at usual place of residence, on the premises within described, May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Dep.*

273 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12, in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

274 Received this writ May 6, 1863, and executed the same by delivering personally to John Rothwell and Sarah Rothwell each a copy of this writ.
May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Dep.*

275 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said John S. Rust and Mahala Rust be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said John S. Rust and Mahala Rust that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

276 Received this writ May 6, 1863, and executed the same by delivering personally on the 11th day of May, 1863, to Mahala Rust a copy of this writ, and by leaving with her, on same day, a copy of this writ at John S. Rust's usual place of residence for said John S. Rust.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

277 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1863, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz, the northeast quarter of section 24, in township 5, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Watson Stewart and Elizabeth Stewart be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Watson Stewart and Elizabeth Stewart that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

278 Received this writ May 6th, 1863, and executed the same by delivering personally to Elizabeth Stewart, on the 13th day of May,

1863, a copy of this writ, and by leaving a copy of same on 12th day of May, 1863, with Elizabeth Stewart, at usual place of residence of Watson Stewart, for him.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

279 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq, United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following described property, credits, bonds, and mortgages: also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Thomas H. Duncan and Sarah Duncan be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Thomas H. Duncan and Sarah Duncan that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

280 Received this writ May 6, 1863, and executed the same by delivering personally to Thomas H. Duncan and Sarah Duncan each a copy of this writ.

May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

281 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1 in block J. J., Atchison City, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Andrew Petifish and Parthena M. Petifish be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Andrew Petifish and Parthena M. Petifish that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

282 Received this writ May 6, 1863, and executed the same by delivering 2 copies to person' at their usual place of residence.
May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

283 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: also, a bond for the payment of $120.00 in twelve months after date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 14, in township 5, of range 19, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said George W. Larrison and Elizabeth Larrison be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said George W. Larrison and Elizabeth Larrison that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

284 Received this writ May 6, 1863, and executed the same by delivering personally, on 11th day of May, 1863, a copy of this

writ to Elizabeth Larrison, and by delivering a copy of this writ to her at their usual place of residence for George W. Larrison.

May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

285 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: also, a bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Andrew J. Rothwell and Polly Ann Rothwell be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Andrew J. Rothwell and Polly Ann Rothwell that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

286 Received this writ May 6, 1863, and executed the same by delivering to a person over 16 years of age at the usual place of resi-

dence of Andrew J. Rothwell and Polly Ann Rothwell, a copy of this writ for each of the said Rothwells, May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

287 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure, by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Charles Holbert and Ellen Holbert be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Charles Holbert and Ellen Holbert that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

288 Received this writ May 6, 1863, and executed the same by delivering personally to Ellen Holbert, on May 11, 1863, a copy of

this writ, and by leaving with her on same day at their usual place of residence a copy of this writ for Charles Holbert.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

289 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein, of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Philip Link and Mary Link be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Philip Link and Mary Link that on or before the 25th day of May, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

290 Received this writ May 6, 1863, and executed the same by delivering personally on May 11, 1863, to Philip Link and Mary Link each a copy of this writ.

JAMES L. McDOWELL,
U. S. Marshal,
Per D. CARMICHAEL, *Deputy.*

291 And which said several writs of citation are further endorsed in words & figures respectively as follows, that is to say, "Filed May 25, 1863. J. T. Morton, clerk."

And theretofore, to wit, May 2, 1863, there was filed in the office of the clerk of said court the claim of B. F. Stringfellow herein, in words and figures as follows, to wit:

In the district court of the United States, district of Kansas.

THE UNITED STATES, ON THE INFORMATION OF Robert Crozier, esq., U. S. district attorney,
against
ONE CERTAIN NOTE OR BOND, OF DATE MAY 19, 1860, executed by Richard L. Atkinson to Edward S. Brown, in sum of $480.00, secured by mortgage on S. E. qr. of 22, 5, 20, in Atchison County, Kansas, & lot No. six, in blk. 101, in Atchison, in said Atchison County.

To the honorable the judge of the court above named:

Benjamin F. Stringfellow comes & files here his interplea. & claim, and states that on the 14th day of May, A. D. 1860, the district court for the first judicial district of the then Territory of Kansas, in and for the county of Atchison, in said Territory, begun its session in said county of Atchison; and that afterwards, on the 17th day of said month, being the fourth day of the term of said court, this interpleader, by the judgment and consideration of said court, recovered against one

292 Richard L. Atkinson the sum of twelve hundred and nineteen $\frac{43}{100}$ dollars for his debt, and also the sum of ($42.45) forty-two $\frac{45}{100}$ for his costs, with interest on said debt from the date of said judgment.

That afterwards, and while said judgment was still unsatisfied, on the 15th November, 1860, an execution was duly issued from the office of the clerk of said court, directed to the sheriff of said court, reciting said judgment, and commanding said sheriff to levy the same of the goods and chattels of said Atkinson, and in default of said good and chattels to levy the same of the lands and tenements and real estate of said Atkinson.

That afterwards, on the 15th November, A. D. 1860, the said sheriff, finding no goods and chattels of said Atkinson, did levy said execution on lot six, in block one hundred and one, in the city of Atchison, in said county, and the southwest quarter of section 22, in township 5, of range 20, in said county, as the property of said Atkinson.

That afterwards, on the 20th December, A. D. 1860, said sheriff, having first duly advertised said lot and land for sale, *and* did proceed to sell, and did sell, said lot and land according to law; that at such sale said

293 Benjamin F. Stringfellow became the purchaser of said lot at the sum of four dollars and fifty cents, and of said land at the sum of fifty dollars, he being the highest and best bidder therefor.

That afterwards, on the 7th day of October, A. D. 1861, a term of said court was held at the court-house in said county, and on the 8th day of said month said sale was, by an order of said court, affirmed, and the sheriff of said county ordered to make a deed to said Stringfellow for said property.

That afterwards, on the 13th November, A. D. 1861, the said sheriff, under and by virtue of said judgment, execution, sale, and order of

confirmation, made, executed, and delivered to said Stringfellow a deed conveying the title of said Atkinson in and to said lot and tract of land, which said deed was on the 14th November, A. D. 1861, duly acknowledged by said sheriff, and afterwards, on the 21st February, 1863, duly filed for record and recorded in the office of the register of deeds for said county, and all which will appear by copies of the records and deeds hereto attached and made part of this interplea.

And so the said Stringfellow says that the said lot and land are
294 his property, and that said Brown has no interest therein under and by virtue of the mortgage thereof by the said Atkinson. Said Stringfellow says that said lot and land were and are subject to the lien of said judgment, which is yet unsatisfied, and said judgment is previous to said mortgage.

Whereupon said Stringfellow prays that this suit be dismissed as to said lot and land, and that he *has* judgment therefor with his costs.

B. F. STRINGFELLOW.

B. F. Stringfellow, being sworn, says that the matters and things set forth in the foregoing interplea. he believes to be true.

B. F. STRINGFELLOW.

Subscribed and sworn to before me, the undersigned, one of the commissioners of the United States district court for the district of Kansas, this 25th day of April, A. D. 1863.

C. M. LELAND,
Commissioner.

(Endorsed:) Filed May 2, 1863. John T. Morton, clerk.

Claim.

And afterwards, and on the 25th day of May, A. D. 1863, there was filed in the office of said clerk the claim of A. G. Olis, as administrator of David Hindenan, herein, in words and figures as follows, to wit:

THE UNITED STATES
vs.
ONE CERTAIN BOND AND MORTGAGE ALLEGED to be due, and owing from Andrew and Parthena M. Petifish to Edward S. Brown.

295 *Answer and claim of Alfred G. Otis, administrator of the estate of David Hindman.*

To the honorable the judge of the district court above named:

The undersigned, Alfred G. Otis, administrator of the estate of David Hindman, deceased, who died on the day of , A. D. 1862, intestate, intervening as such administrator for the interest of said estate, states as follows:

That heretofore, to wit, on the 17th day of May, A. D. 1860, the said Daniel Hindman received a judgment in the district court for the county of Atchison, and State of Kansas, against the said Andrew J. Petifish, for the sum of $392.20 *dollars* and costs of suit, amounting to $15.65; that said judgment was not by confession, and was on summons duly served before the commencement of the term; and that afterwards, in

a suit pending & determined in said court on creditor's bill filed by said David Hindman against said Andrew J. Petifish, said Edward S. Brown et al., it was ordered and decreed by the court that said above-named judgment & costs, & costs of said second suit, all amounting to the sum of $483.08, with interest on the sum of $392.20 thereof from the 7th day of May, 1860, should be a first lien on said premises seized
296 herein, to wit, the northwest quarter of section No. 29, township No. 6, range 20, Atchison County, Kansas, and lot No. 1, in block J. J., in the addition to the city of Atchison, is said county, Kansas, as South Atchison, all of which will more fully appear by the abstracts of said judgments and decrees herewith filed and made part hereof.

Wherefore he prays the court that, in any decree rendered herein, the prior lien of said judgment & interest be recognized and enforced, and that he have from the first proceeds of sale, if one be ordered of said premises, the above amount, and that he have all other and proper relief in the premises.

ALFRED G. OTIS,
In Propria Personna.

Alfred G. Otis, being first duly sworn, states on oath that the facts stated in the foregoing claim are true in substance and in fact, as he verily believes.

ALFRED G. OTIS,
Administrator.

Subscribed in my presence and sworn to before me by Alfred G. Otis this 19th day of May, A. D. 1863.

[SEAL.] JNO. J. INGALLS,
Notary Public.

THE STATE OF KANSAS, *County of Atchison, ss:*

Be it remembered that heretofore, to wit, on the 28th day of March, A. D. 1860, one David Hindman, by his attorneys, Otis & Glick,
297 filed in the office of the clerk of the district court within and for the county of Atchison, and State of Kansas, his certain petition as plaintiff against Oliver F. Short and Andrew J. Petifish, defendants, claiming in said petition judgment against said Andrew J. Petifish & Oliver F. Short for the sum of three hundred and fifty dollars, with interest from the 2nd day of November, 1858, at the rate of six per cent.

And thereupon afterwards, to wit, on the 28th day of March, 1860, on the precipe of said plaintiff, filed with the said clerk, a summons was issued, directed to the sheriff of said county, commanding him to notify the said Oliver F. Short and Andrew J. Petifish that they had been sued by David Hindman, &c., and that suit was brought for $350.00, & interest from 2nd day of November, 1858, at the rate of six per cent. per annum, which said summons was delivered to R. S. McCubbin, sheriff, and by him served on *on* Andrew J. Petifish on the 29th day of March, A. D. 1860, the said Oliver F. Short not found.

(Signed) R. S. McCUBBIN, *Sheriff.*

And be it still furthur remembered that heretofore, to wit, on the 14th day of May, A. D. 1860, district court within and for the county of Atchison, and (Territory) now State of Kansas, being in session—present the Hon. John Petit, sole district judge, presiding—among other

298 things done & determined in said court, the following appears recorded in the journals thereof as of that term, to wit:

DAVID HINDMAN, PLAINTIFF,
against
OLIVER F. SHORT & ANDREW J. PETIFISH, defts. } No. 292. May 17, 1860.

The plaintiff appeared, by his attorney, and the defendant, Andrew J. Petifish, appeared by his attorney, and by agreement the court doth find for the plaintiff, and assess his damages to be the sum of three hundred and ninety-two *dollars* $\frac{20}{100}$ dollars, the amount of the principal and interest of the note sued on.

It is therefore considered by the court that the said plaintiff have and recover of the said defendant, Andrew J. Petifish, as well the sum of three hundred and ninety-two $\frac{20}{100}$, the sum so found due as aforesaid as his costs in this case expended, taxed at the sum of fourteen dollars $\frac{05}{100}$, and it is ordered that execution be stayed for 90 days.

And be it furth*ur* remembered that heretofore, to wit, on the 17th day of May, A. D. 1861, one David Hindman, plaintiff, by his attorneys, Otis & Glick, filed in the office of the clerk of the district court, within and for the county of Atchison and State of Kansas, his certain petition against Andrew J. Petifish, Edward S. Brown, & Lewis A. Alder-
299 son, defendants, and thereupon, on the precipe of the said plaintiff, there was a summons issued on the 17th day of May, 1861, notifying the said defendants of the pendency of this action, and returned, "Served on S. A. Anderson. Brown & Petifish not found.

(Signed) "R. S. CUBBIN,
"*Sheriff of A. Co.*"

And thereupon, on the affidavit of G. W. Glick, one of the attorneys for plaintiff, an order of publication was issued James L. McCluer, then clerk of said court, and given to Wm. H. Adams, then printer and publisher of the Atchison Union, a newspaper printed and published in the city and county of Atchison, and was by him published for seven consecutive weeks, the last publication being on the 14th day of July, A. D. 1861, notifying the said Edward S. Brown and Andrew J. Petifish of the pendency of this action. A copy of said publication together with the affidavit of the said Wm. H. Adams is now on file in my office.

And be it furth*ur* remembered that heretofore, to wit, on the 7th day of October, A. D. 1861, district court within and for the county of Atchison, and State of Kansas, being in session, among other things done and determined in said court, the following appears recorded and on the journals of said court as of that term, to wit:

DAVID HINDMAN
vs.
ANDREW J. PETIFISH, EDWARD S. BROWN, & Lewis A. Alderson. } October 9, 1861. No. 15.

300 Now comes David Hindman, by his attorneys, Otis & Glick, and made due proof of the publication of notice of the pendency of this action by notice thereof being duly published for seven consecutive weeks in the Atchison Union, a weekly newspaper printed and published in Atchison County, Kansas, giving the said defendants notice of the pendency of said action and the object thereof—a printed copy

of said notice and the affidavit thereto is filed in this action, and ordered to be made a part of the record of this action.

It is further ordered that this action be dismissed without judgment as to the said defendant Lewis A. Alderson; and the other of said defendants being in default for answers, and on consideration whereof the court do find that said deed of mortgage from the said Andrew J. Petifish to the said Edward S. Brown, mentioned and described in plaintiff's petition, is fraudulent and void as against the rights and claims of the said plaintiff, as said plaintiff hath in his said petition avowed.

And the court do further find that there is now due from the said Andrew J. Petifish to the said plaintiff, on the judgment in the
301 plaintiff's petition mentioned, the sum of $392.20, with legal interest thereon since the rendering thereof on the 17th day of May, A. D. 1860, and for $14.05 costs of said suit.

And it is further ordered that in case said judgment and the amount due thereon as aforesaid is not paid by the said Petifish in ten days from the close of this term, that the sheriff of Atchison County proceed to cause the lands and tenements in plaintiff's petition, to wit, the northwest quarter of section No. twenty-nine, (29) in township No. six, (6,) in range No. (20,) also lot No. one (1) in block J. J., in South Atchison, and all in Atchison County, State of Kansas, or so much thereof as may be necessary to pay said sum aforesaid, be appraised and sold according to law, and that he apply the proceeds of said sale, first, to satisfy the costs in this action; 2nd, the judgment and costs and interest due.

THE STATE OF KANSAS,
County of Atchison, ss:

I, Abram Weaver, clerk of the district court in and for the county of Atchison, and State of Kansas, do hereby certify that the foregoing pages from one to four, inclusive, contain a synopsis of the proceedings had and determined in the district court of the county of Atchi-
302 son, Kansas, wherein David Hindman was plaintiff and Oliver F. Short and Andrew J. Petifish were defendants, as also a copy of the judgment in full, as well also a synopsis of the proceeding in the case heard and determined in the district court of Atchison County, Kansas, wherein David Hindman was plaintiff and Andrew J. Petifish, Edward S. Brown, and Lewis A. Alderson were defendants; as also a copy of the judgment and decree in full; and I further certify that both of said judgments above referred to was rendered by due course of law by notice such as is provided for in the statute in such cases made and provided, and were not rendered by confession of said defendants, or either of them.

In testimony whereof I have hereunto set my hand, also the seal of said district court hereto affixed.

Done at my office in the city of Atchison this 18th day of May, A. D. 1863.

[SEAL.] ABRAM WEAVER, *Clerk.*

Judgment, $392.20: Costs vs. Short, $15.65; costs in the case of Hindman vs. Petifish, E. S. Brown, & Lewis A. Alderson, $77.13—$92.78; this transcript & certificate, $2.00, $94.78. Total costs, 392.20, 14.05 77.13.—483.38.

Which said claim is endorsed in words and figures as follows, to wit: "Filed May 25, 1863. John T. Morton, clerk."

And on said 25th day of May, A. D. 1863, there was filed in
303 the office of the clerk of said court, claim and answer of Donald Carmichael, sheriff of Atchison County, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE CERTAIN JUDGMENT RENDERED BY THE district court of Atchison County, State of Kansas, vs. Charles Holbert, and in favor of Edward S. Brown.

Answer & claim of Donald Carmichael, sheriff of Atchison County.

And now comes Donald Carmichael, sheriff of the county of Atchison, having been duly served with citation, and intervening for himself and other officers of the court in this cause, and states that judgment was rendered in said district court for Atchison County, on the 10th day of May, A. D. 1862, in favor of Edward S. Brown and against Charles Holbert, in the sum of $1,045.00; that said judgment was declared a first lien on the northeast quarter of section No. 29, in township No. 5, range No. 20, in Atchison County, State of Kansas; that no order of sale has issued on said judgment; that the judgment so rendered was part and parcel of a decree entered against said Holbert in favor of various
304 creditors, including said Brown, and hence the sale of said premises must be made at the same time with that of other premises foreclosed in said suit, or with reference to the liens & rights of other parties therein, and that by reason of secondary liens on said quarter-section, it should be sold at the same time with other premises so foreclosed, & not before. Respondent also says that he has a lien on said premises for his costs in said suit, & the costs of the clerk of said district court therein, in the sum of $26.40, and that he is advised and verily believes that the attorneys of said Brown in said suit, who were Mess. Otis & Glick, have a lien on said judgment for the sum of seventy-five dollars, their attys.' fee in said case.

Wherefore he asks that in any decree rendered herein the said before-named bill of costs of $26.40, the said attys.' fee of $75.00—total, $101.40—and all costs of advertisement & sale, shall be declared a first lien on said northeast quarter of section No. 29, town. No. 5, range No. 20, & that he be decreed to pay over the surplus proceeds of said
305 sale into this court, to the extent of said judgment, after said before-named sums are first satisfied in full.

D. CARMICAAEL.

Donald Carmichael, being first duly sworn, states on oath that the facts stated in the foregoing answer are true in substance and in fact, as he verily believes.

DONALD CARMICHAEL.

Subscribed in my presence & sworn to before me by Donald Carmichael, this 25th day of May, A. D. 1863.

[SEAL.] JNO. M. PRICE,
Notary Public.

Which said claim is in words & figures endorsed as follows, to wit: "Filed May 25, 1863. John T. Morton, clerk."

Claim.

And on the said 25th day of May, A. D. 1863, there was filed in the office of the said clerk the claim & answer of W. P. Lamb herein, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

EDWARD S. BROWN, PLAINTIFF,
vs.
WATSON STEWART, ELIZABETH STEWART, & William P. Lamb, defendants.

Answer of W. P. Lamb.

And now comes this defendant on his application, and prays to be admitted as a party defendant to the matter of foreclosure of Edward S. Brown against Watson Stewart and Elizabeth Stewart for the
306 northeast quarter of section twenty-four, in township five south, of range twenty east, containing one hundred and sixty acres.

That this defendant is interested in the event of this action.

That defendant William P. Lamb loaned to Watson Stewart, one of the defendants to this action, on the 7th day of November, A. D. 1857, two hundred dollars to pre-empt said quarter-section of land, and that, on or about the 23rd day of January, A. D. 1860, this defendant brought an action against the said Watson Stewart, one of the defendants in this action, for the recovery of said money and interest thereon, in the district court of the county of Atchison, and then the Territory of Kansas, and being in the first judicial district; and that, on the 17th day of May, A. D. 1860, being on the 4th day of said term of court, by the consideration of said court, this defendant, William P. Lamb, recovered a judgment against the Watson Stewart for the sum two hundred and ninety-three dollars and costs of suit; and that, on the 24th day of February, A. D. 1862, and during the term of said court, the afore-
307 said ¼ section of land was sold by the sheriff of Atchison County, Kansas, to this defendant, and during the same term said sale was confirmed by the court, and since said sale and confirmation this defendant has made valuable improvements on said land; and that, on or about the 16th day of May, 1860, the said Watson Stewart borrowed of the said Brown nine hundred dollars, agreeing to give the said Brown twenty per cent. interest thereon, and gave his note to said Brown for one thousand and eighty dollars, due twelve months after date, and at the same time executed a mortgage to said Brown on said land.

That said Brown well knew of the existence of the then pending action of this defendant, W. P. Lamb, against the said Watson Stewart, and this charges the fact to be that was the intent and design of the said Brown to deprive this defendant of his money, owed to this defendant, W. P. Lamb, by the said Watson Stewart.

That this defendant does not object to the United States collecting whatever money or property the said Edward S. Brown may have owing him, and does not object to a judgment being rendered against the
308 said Watson Stewart for said amount of money.

Wherefore this defendant asks that it be decreed by this court that the aforesaid judgment of the district of the county of Atchison, and Territory of Kansas, be declared a lien on said quarter-section of land, and a prior lien to the mortgage of the said Edward S. Brown.

W. P. LAMB.

William P. Lamb, being duly sworn, states on his oath that matter and statement set forth in the foregoing answer are true in substance and in fact, as he verily believes.

Subscribed in my presence and sworn to before me this 22d day of May, A. D. 1863.

JNO. J. INGALLS, *Notary Public.* [SEAL.]

(Endorsed:) Filed May 25, 1863. J. T. Morton, clerk.

Claim.

And on the said 25th day of May, A. D. 1863, in the said cause, the claim of Sarah Jane Lightfoot was filed in the office of said district court in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE CERTAIN BOND & MORTGAGE ALLEGED to be executed and due from Thomas H. & A. R. Storts to Edward S. Brown.

Claim of Sarah Jane Lightfoot.

The claim of Sarah Jane Lightfoot, intervening for her interest
309 in lots (No. 12 & 13) twelve and thirteen, in block No. 36 in L. C. Challiss' addition to the city of Atchison, seized herein, respectfully shows that, heretofore, to wit, on the 9th day of October, A. D. 1861, in the district court for Atchison, Kansas, a judgment was rendered vs. said lots Nos. 12 & 13 aforesaid, upon a suit by mechanics' lien prior thereto, duly filed in favor of Thomas Wise and William H. Crookham, said lien so foreclosed being for work, labor, & materials furnished & performed by said Thomas Wise and William H. Crookham on said premises prior to the execution of said mortgage herein, and that afterwards said premises were duly offered for sale on execution issued upon said judgment, of date the 29th day of January, A. D. 1863, and the said claimant purchased the said premises at said sale and paid therefor the sum of nine hundred dollars, which said sale was afterwards duly confirmed by said court and a sheriff's deed regularly issued and was delivered to this claimant therefor.

That after the payment of said judgment and costs, the surplus of said sale-money so paid by her was paid by the sheriff of said Atchi-
310 son County to George H. Fairchild, as agent of said Brown, and duly authorized to discharge said mortgage of record as to said two lots; and that, on the 6th day of March, A. D. 1863, the said George H. Fairchild released and discharged said two lots from said mortgage; all of which was prior to the seizure herein, and all of which will more fully appear by the abstracts of said judgment and by said mortgage-deed, and the release thereof, hereto annexed as Exhibit A & made part of this claim.

Wherefore, and for the reasons aforesaid, this claimant asks that said lots 12 & 13 be discharged from seizure in this cause and be adjudged absolutely as the property of this claimant; and that she have other and proper relief in the premises.

OTIS & GLICK,
Proctors for Sarah Jane Lightfoot.

Sarah Jane Lightfoot, being first duly sworn, states on oath that the facts stated in the foregoing claim are true in substance & in fact, as she verily believes.

SARAH JANE LIGHTFOOT.

Subscribed in my presence and sworn to before me by Sarah Jane Lightfoot this 20th day of May, A. D. 1863.

JNO. J. INGALLS, *Notary Public.* [SEAL.]

311 This deed, made this 21st day of May, A. D. 1860, between Thomas H. Storts and A. R. Storts, his wife, of the county of Atchison, Territory of Kansas, of the first part, and Edward S. Brown, of the county of Cumberland, State of Virginia, of the second part, witnesseth: That, in consideration of seven hundred and twenty dollars to Thomas H. Storts and A. R. Storts, his wife, in hand paid, the receipt of which is hereby acknowledged, they, Thomas H. Storts and A. R. Storts, his wife, have granted, bargained, and sold, and by these presents do grant, bargain, sell, and convey to Edward S. Brown, a tract or parcel of land lying in the county of Atchison, Territory of Kansas, containing 80 acres, being the east half of the southeast quarter section six, and township five, (5,) of range nineteen, (19;) also, lots numbered eleven, (11,) twelve, (12,) and thirteen, (13,) in block numbered thirty-six, (36,) in L. C. Challiss' addition to the city of Atchison, in the county of Atchison, Territory of Kansas: To have and to hold the same to him, the said Edward S. Brown, his heirs and assigns forever, upon condition that, whereas
312 Thomas H. Storts is indebted to Edward S. Brown by bond of the same date with this deed, in the sum of seven hundred and twenty dollars, payable twelve months after date, with interest at the rate of twenty per cent. per annum from maturity: Now, if the said Thomas H. Storts shall well and truly pay off and discharge the said bond and the interest accruing thereon when the same shall become due and payable, then this conveyance shall be null and void; but otherwise it shall remain in full force and virtue.

In testimony whereof we, Thomas H. Storts and A. R. Storts, have hereunto set our hands and seals this 21st day of May, 1860.

THOMAS H. STORTS. [SEAL.]
A. R. STORTS. [SEAL.]

TERRITORY OF KANSAS,
County of Atchison, to wit:

I, Alfred G. Otis, notary public, in the county of Atchison, Territory of Kansas, do hereby certify the Thomas H. Storts & A. R. Storts, his wife, who are personally known to me to be the identical persons whose names are affixed to foregoing deed as grantors thereto, per-
313 sonally appeared before me in the county and Territory aforesaid, on this day, and Thomas H. Storts acknowledged the instrument to be his own voluntary act and deed, and A. R. Storts, his wife, being examined apart from her husband, and having the contents of this conveyance fully explained to her, acknowledged that she had executed the same without compulsion or undue influence of her husband, and that the instrument is her voluntary act and deed. As witness my hand and seal notarial, this 21st day of May, A. D. 1860.

ALFRED G. OTIS,
Notary Public. [SEAL.]

Filed for record May 21, 1860, at 8 o'clock a. m.

I, George H. Fairchild, attorney in fact for Edward S. Brown, under power of attorney duly acknowledged, do hereby acknowledge full satisfaction of the payment of mortgage on lots 12 & 13, block 36, L. T. Challiss' addition to the city of Atchison.

In testimony whereof I have hereunto set my hand and seal this 6th day of March, A. D. 1863.

[SEAL.] EDWARD S. BROWN.
J. H. FAIRCHILD,
Atty. in Fact.

Attest: J. H. TALBOTT.

And furthur, I do hereby certify that the said power of attorney
314 was exhibited to me this day and year above written.

J. H. TALBOTT,
Register of Deeds.

THE STATE OF KANSAS, *Atchison County, ss:*

I, J. H. Talbot, register of deeds in and for said county, do hereby certify that the foregoing contains a full, true, and correct copy of the record of the mortgage given by Thomas H. Storts and A. R. Storts, his wife, to Edward S. Brown, as also the release of lots 12 & 13, in block 36, by G. H. Fairchild, atty., as fully and completely as the same was, is, and now remains of record in my office, on book G, pages 116 & 117.

Witness my hand and seal of office hereunto affixed this 16th day of May, A. D. 1863.

[SEAL.] J. H. TALBOTT,
Register of Deeds.

[Stamp.]

"A."

THE STATE OF KANSAS, *County of Atchison, ss:*

Be it remembered that, heretofore, to wit, on the 27th day of September, A. D. 1860, one Thomas Wise and William Crookham, partners, trading under the firm-name of Wise & Crookham, plaintiffs, filed with the clerk of the district court in and for the county of Atchison
315 and then Territory of Kansas, their certain mechanics' lien against one Thomas H. Storts, defendant, for work & labor performed and materials furnished to and for the said Thomas H. Storts, defendant, in the construction, erection, and completion of a two-storyed brick dwelling-house, situated upon lots Nos. twelve and thirteen in block No. thirty-six in Challiss' addition to the city of Atchison, in Atchison County and (Territory) now State of Kansas, and at that time occupied by said defendant as his residence.

That the said lumber and materials were furnished and provided and the said labor & work done and performed under a contract with the said defendant, and at his special interest and request, and within the space of one year next preceding the filing this his account and mechanics' lien. Said work and labor was commenced and materials furnished on the 17th day of September, A. D. 1859, and that their account with said Storts continued until the 14th day of March,
316 1860, at which time their account, as shown in their mechanics' lien, closed. And that afterwards, on the 14th day of September, A. D. 1860, upon final settlement of accounts between said Wise & Crookham and T. H. Storts, after all credits are deducted, there is found due to the said Wise & Crookham from the said Thomas H. Storts the sum of two hundred and twenty-two dollars and sixty-five cents.

And be it still furthur remembered that afterwards, to wit, on the 8th day of November, A. D. 1860, the said Thomas Wise and William H. Crookham, partners, trading under the firm and style of Wise & Crookham, filed their petition against the said Thomas H. Storts, defendant, claiming that there is due them from the said Thomas H. Storts on the mechanics' lien, heretofore referred to, the sum of two hundred and twenty-two $\frac{65}{100}$ dollars, for which amount and costs of action they pray judgment, and that the said lots of land and house, or so much thereof as the law may allow, may be ordered to be appraised and sold,
317 and the proceeds of such sale be applied in satisfaction of the judgment so to be rendered on such claim.

And thereupon, on the precipe of the said plaintiffs, a summons was issued, on the 8th day of November, A. D. 1860, by James L. McCluer, then clerk of said district court, directed to the sheriff of said county, and by him duly served upon the said Thomas H. Storts, on the 17th day of November, A. D. 1860, by R. S. McCubbin, then sheriff of Atchison County, Kansas, notifying him, the said Thomas H. Storts, that he had been sued by Thomas Wise and Wm. H. Crookham, and that they claimed of him, said Storts, the sum of two hundred and twenty-two $\frac{65}{100}$ dollars, with costs.

And be it still furthur remembered that a regular session of the district begun and held within and for the county of Atchison and State of Kansas, on Monday, the 7th day of October, 1861—present the Hon. A. L. Lee, sole district judge, presiding—among other things done and determined in said district court, the following appears recorded on the journals thereof as of that term, to wit:

318 THOMAS WISE & WM. CROOKHAM, PARTners under the firm and style of Wise and Crookham,
vs.
THOMAS H. STORTS. } Oct. 9, 1861. No. 502.

Now comes the said Thomas Wise and William H. Crookham, under the firm & style of Wise and Crookham, pl'ffs, by their attorneys, Glenn & Foster, and the said Thomas H. Storts still failing to answer or demur to said plaintiffs' petition, it is considered by the court that the plaintiff' ought to recover the amount therein due by reason of the premises, and the court, by and with the consent of the said plaintiff', find that there is due from the said defendant, Thomas H. Storts, to the said plaintiffs, for work and labor performed, and materials furnished, as set forth in plaintiffs' petition, the sum of two hundred and twenty-two dollars and sixty-five cents.

It is therefore considered by the said court here that the said plaintiffs recover of the said defendant the said sum of $222.65 so found due as aforesaid, and *his* costs & taxes herein.

And it is furthur ordered and adjudged that, in case the said
319 defendant, Thomas H. Storts, fails, for ten days from the close of this term of court, to pay the said plaintiffs the said sum of two hundred twenty-two dollars and sixty-five cents, so as aforesaid found due, with costs of suit, an order issue to the sheriff of Atchison County commanding him to cause the said lands and tenements in said plaintiffs' petition described, to wit, lots twelve and thirteen, in block thirty-six, (36,) in Challis's addition to the city of Atchison, in Atchison County & State of Kansas, to be appraised, advertised, and sold, according to law, and apply the proceeds of said sale in satisfaction of said judgment so as aforesaid rendered, and that plaintiffs have execution for any balance due after said sale so as aforesaid ordered.

And it is furthur ordered that said defendant be forever debarred and foreclosed of all right, title, and interest in and to said premises aforesaid.

And be it still furthur remembered that afterwards, *that afterwards*, on the 29th day of January, A. D. 1863, on the precipe of said plaintiffs, filed with the clerk of said district court, an order of sale was issued to
320 the sheriff of Atchison County, Kansas, commanding him to cause those lands and tenements in the above judgment mentioned and described to be appraised, advertised, and sold, in accordance with the laws of the State of Kansas governing sales of real estate on execution, &c., and that, afterwards, such proceedings were had on said order that, on the 3d day of March, A. D. 1863, between the hours of one and two o'clock p. m. of said day, and at the place designated in said notice, to wit, the court-house door, in the city and county of Atchison, said real estate in the judgment mentioned was sold to Sarah Jane Lightfoot for the sum of nine hundred dollars, which sum was more than sufficient to satisfy the judgment and costs of the said Wise & Crookham against the said Thomas H. Storts, the remaining balance being paid over to George H. Fairchild, attorney in fact for Edward S. Brown, who held a mortgage given by the said Thomas H. Storts to Edward S. Brown on said lots twelve and thirteen, (12 & 13,) which said balance of money, after paying said judgment and costs, amounted
321 to the sum of $527.26, was paid over to the said George H. Fairchild, upon power of attorney from the said Edward S. Brown to the said George H. Fairchild, duly recorded in the office of the register of deeds of the county of Atchison and State of Kansas, a copy of which is hereto attached and marked "A," and made a part hereof, upon the following express condition, that is—the said George H. Fairchild, attorney for said Edward S. Brown, in consideration of the aforesaid surplus sum of five hundred and twenty-seven dollars and twenty-six cents, is to acknowledge satisfaction on the aforesaid mortgage of the said Edward S. Brown against the said lots, numbers twelve and thirteen, (12 & 13,) and wholly release said lots from any furthur liability of said mortgage, so far as said lots twelve and thirteen were held by the same, which will more fully appear by reference to Exhibit A.

And be it still furthur remembered that, on the 6th day of March, A. D. 1863, district court within and for the county of Atchison and
322 State of Kansas, being in session—present the Hon. Albert H. Horton, sole district judge, presiding—among other things done and determined in said district court, the following appears recorded in the journals thereof as of that term, to wit:

WISE & CROOKHAM
vs.
THOMAS H. STORTS.

Motion for confirmation of sheriff's sale.—Motion submitted and confirmation granted.

And now come the plaintiffs, by their attorneys, Glenn & Foster, and present to the court the report of a sale of real estate made by the sheriff of Atchison County, Kansas, at the court-house door, in said county, on the 3rd day of March, A. D. 1863, under and by virtue of a writ of execution, issued out of the office of the clerk of this court in this cause, and bearing date the 29th day of January, A. D. 1863. And the court having carefully examined the proceedings of the sheriff herein, and being fully satisfied of the regularity of said sale, it is ordered that the

court is satisfied of the legality of said sale, and hereby confirms the same.

And it is further ordered that the sheriff who executed said sale, or his successor in office, make to the purchaser or purchasers a good
323 and sufficient deed for the real estate so sold.

And, with the consent of George H. Fairchild, attorney in fact for Edward S. Brown, who holds a mortgage-lien on the property sold as above confirmed, the court further orders that the proceeds of said sale be distributed as follows, to wit: That the said sheriff who executed said sale pay all the costs of this action that have accrued herein; second, to the said Wise & Crookham, plaintiffs, the amount of their judgment and interest accrued thereon, and the residue, if any, he pay over to the said Edward S. Brown or to his attorney in fact, George H. Fairchild, and upon the receipt of said residue of money from said sheriff shall enter satisfaction of the mortgage held by the said Edward S. Brown against the said real estate in this action sold.

THE STATE OF KANSAS, *County of Atchison, ss:*

I, Abram Weaver, clerk of the district court in and for the county of Atchison, and State of Kansas, do hereby certify that the foregoing pages, from one to five, inclusive, contain a synopsis of the pro-
324 ceedings in the case heard and determined in the district court of Atchison County, Kansas, wherein Thomas Wise and William H. Crookham w*as* plaintiffs, and Thomas H. Storts was defendant, as also a full, true, and correct copy of the judgment and decree in the case, as also a full, true, and correct copy of the confirmation of said sheriff's sale referred to, together with the order of distribution of the surplus money, as made by the court on the confirmation of the sheriff's sale made in the case, as fully and completely as the same remains of record in my office.

And I further certify that said judgment so as aforesaid rendered was by due process of law, and not by confession of the said Thomas H. Storts, or by any other person for him.

Witness my hand and the seal of said court hereto affixed, done at office in the city of Atchison, this 19th day of May, A. D. 1863.

[SEAL.] ABRAM WEAVER, *Clerk.*

Said claim and exhibits being endorsed, "Filed May 25th, 1863. John T. Morton, clerk."

325 And on said 25th day of May, 1863, there was filed in the office of the clerk of said district court the claim and answer of William O'Brien herein, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES *vs.* ONE CERTAIN BOND & MORTGAGE, ALLEGED TO be executed & due from John A. Stephens and Margaret Stephens to Edward S. Brown.	Claim.

Amended claim of William O'Brien.

To the honorable the judge of the district court above named:

The answer and claim of William O'Brien, intervening for his interest in the said premises described & set forth, as mortgaged to Edward S. Brown by John A. Stephens and Margaret Stephens, to the informa-

tion and citation herein, respectfully shows that the claimant is advised and believes that said bond and mortgage, as set forth in this cause, was executed and delivered by said John A. and Margaret Stephens to said Edward S. Brown, and that said debt is a charge and lien
326 upon the said premises, to wit, the west half of the northeast quarter of sec. No. 31, in township 6, of range 21, in Atchison County, State of Kansas.

This claimant further states that said premises, since the date of said mortgage, have been conveyed to him by said John A. & Margaret Stephens, and that he is now the owner thereof.

Respondent further says that said bond had in it no stipulation that the principal thereof should draw 30 per cent. per annum interest after maturity or until paid.

Wherefore he alleges that there is only due on said bond the principal thereof and thirty per cent. interest from date until maturity thereon, and that said John A. Stephens was then ready to pay the same, and but legal interest, if any, thereafter, to wit, after September 8, 1860.

This claimant further states that on and after the 17th day of April, A. D. 1861, he is advised and verily believes that said Brown was within the insurrectionary district now in rebellion against the United States, and where the said John A. Stephens could not lawfully go and pay off to said Brown said bond & cancel the same and said mortgage;
327 and that he has ever since been and still is within said district and without the State of Kansas.

Wherefore this claimant alleges that the principal of said bond, with 30 per cent. interest thereon, until due, to wit, the 8th September, A. D. 1860, and legal interest only, if any, on said principal thereafter, until the 17th day of April, A. D. 1861, is the only amount due on said note or bond, and the only amount which should be charged upon the said premises named in said citation.

This claimant, further answering, says that he has no knowledge whether said Brown is now the owner of said bond and mortgage or whether the same has been assigned by him, & he has no knowledge of the various allegations recited in the said information as causes of forfeiture vs. said Brown, and prays that full proof thereof be required by the court before the said premises named herein be decreed to be sold for said debt named as due on said bond.

Wherefore he prays that all and singular the proceedings herein be such as to fully protect all his rights in the premises.

OTIS & GLICK,
Proctors for W. O'Brien.

328 William O'Brien, the foregoing claimant, being first duly sworn states on oath that the facts stated in the foregoing claim are true in substance and fact, as he verily believes.

his
WILLIAM + O'BRIEN.
mark.

Subscribed in my presence and sworn to before me by William O'Brien this 14th day of , A. D. 1863.

[SEAL.] JNO. J. INGALLS,
Notary Public.

(Endorsed:) Filed May 25, 1863. John T. Morton, clerk.

And on the said 25th day of May, 1863, the claim and answer of Burgess Elliott herein was filed in the office of said clerk, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE BOND & MORTGAGE, ALLEGED TO BE EXECUTED and due from Stephen R. and Lucinda Jones to Edward S. Brown. } Claim.

Answer and claim of Burgess Elliott.

To the honorable the judge of the district court above named:

The answer and claim of Burgess Elliott, intervening for his interest in the said premises set forth in the citation herein, to wit, the southwest quarter of section 28, in township 5, of range 20, respectfully shews:

This claimant is advised and believes that said bond and mort-
329 gage, as set forth in this cause, was executed and delivered by said Stephen R. Jones and Lucinda Jones to said Edward S. Brown, and that the amount actually due upon said bond is a charge upon the premises.

This claimant further states that since said mortgage was executed he has purchased said premises, and is now the owner thereof; he further states that said bond only drew interest from maturity; that the sum originally obtained by said Jones on said bond was $400.00 only, and that the interest until due was computed in and made part of the same.

Respondent further states that he is advised and believes, and therefore states the fact to be, that since the maturity of said bond, and at that time, said Brown was without the State of Kansas and within the insurrectionary district now in rebellion against the United States, where the said Stephen R. Jones, prior to the conveyance to this claimant, and where this claimant since, could not lawfully go and pay
330 the amount of said bond and discharge said premises, and that said Jones was ready at maturity to pay said bond, and that this respondent is now ready to pay the principal. And that soon after the execution of said bond and mortgage said Brown took the same without the State of Kansas, and that the same has ever since been without said State in the hands of said Brown or his assignee, and that he had no agent in the State of Kansas authorized to receive the amount due on said bond, wherefore claimant alleges that the said sum of $480 is the only amount legally due on said bond and the only amount that should be a charge on said premises, which amount he is ready to pay to whomever is legally entitled to receive the same, and further say' that he has no knowledge whether the said Brown now holds said bond and mortgage or any interest therein, and prays that full proof thereof be required by the court.

Wherefore he prays that all and singular the proceedings herein may be such as to fully protect all his rights in the premises.

Burgess Elliott, being duly sworn, states on oath that the facts
331 stated in the foregoing answer and claim are true in substance and fact, as he verily believes.

BURGESS ELLIOTT.

Subscribed in my presence and sworn to before me this 18th day of May, A. D. 1863.

WILLIAM JACKSON,
Notary Public.

(Endorsed:) "Filed May 25, 1863. John T. Morton, clerk."

And on the 25th day of May, A. D. 1863, there was filed in the office of the said clerk a' answer of Philip Link and Mary Link to the citation herein, in words and figures as follows, to wit:

Answer of Philip and Mary Link.

THE UNITED STATES OF AMERICA:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE CERTAIN BOND AND MORTGAGE ALLEGED to be executed and due from Philip Link and Mary Link to Edward S. Brown.

Answer of Philip and Mary Link intervening in this cause, and appearing under order of the court duly served on them, respectfully shows:

These respondents admit that Philip Link executed to said Edward S. Brown the bond specified in the information and citation in this cause, and that the said Philip Link and Mary Link executed and de-
332 livered to him the mortgage so therein specified. These respondents further say that said bond did not, by its terms, draw interest until due; that but $400 was paid by said Brown to these respondents as the consideration for said bond, and that the interest on said sum until the maturity of said bond was computed in and made part thereof. Wherefore respondents say that the amount due on said bond from them on the 16th of May, 1861, was the said sum of four hundred and eighty dollars and no more.

But these respondents say that they do not know whether said Brown owned and possessed said bond and mortgage at its maturity or any interest therein, or whether he now owns the same or any part or interest therein.

Wherefore these respondents cannot admit that they are now indebted to said Brown in any sum whatever on the said bond and mortgage specified, or that said Brown has or now owns any right, title, estate or interest therein or thereto, and pray that full proof thereof be required by the court before any decree shall be rendered against them herein.

333 Respondents further say that soon after the execution and delivery of said bond & mortgage, the said Edward S. Brown, as they are advised and verily believe, carried and removed the same without the State of Kansas, and that said bond and mortgage ever since have been and are still without the said State of Kansas, in the possession of said Brown or his assignee, if any there be, and that the marshal of this court has not and never had the same in his custody.

Respondents further say that at the maturity of said bond they had in hand, and ever since have had, the amount due thereon, and were willing and ready to pay the same to whoever was by law entitled thereto, and are still so ready to pay. But respondents say that said Brown at the time of the maturity of said bond was without the said State of Kansas, and ever since has been, as respondent verily believes, and had no agent or attorney in said State authorized to receive the money due on said bond, and surrender the same.

And respondents are further advised, informed, and verily believe

334 that said Brown at said date, and ever since, has been within the insurrectionary district now in rebellion against the United States, and where these respondents could not lawfully go and tender the amount due or pay off & cancel said bond & mortgage.

Wherefore these respondents say that they are only indebted on said bond, as they are advised, in the sum of four hundred and eighty dollars, the amount due thereon at its maturity, which sum they are still ready to pay to whoever may be entitled to receive the same.

And as to the various matters and things alleged in said information against said Brown as causes of forfeiture and as causes why said respondents should be decreed to pay the said sum on said bond to the United States, these respondents cannot admit or deny the same, and pray that full proof be required thereof by the court before any decree be rendered herein against these respondents.

Wherefore, having fully answered, they ask that all and singular the proceedings herein be such as to fully protect all their rights
335 in the premises, and that they go hence dismissed with their reasonable costs.

OTIS & GLICK,
For Respondents.

Philip Link, one of the above-named respondents, being first duly sworn, states, on oath, that the facts stated in the foregoing answer are true in substance and in fact, as he verily believes.

PH. LINCK.

Subscribed in my presence and sworn to before me by Philip Link, this 19th day of May, A. D. 1863.

[SEAL.] JNO. J. INGALLS,
Notary Public.

Said answer is endorsed in words and figures as follows, to wit: "Filed May 25, 1863. John T. Morton, clerk."

And on the said 25th day of May, A. D. 1863, there was filed in the office of the said clerk the answer of Thomas H. Duncan and Sarah Duncan herein, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES, ON INFORMATION OF Robert Crozier, U. S. dist. attorney for the district of Kansas,
vs.
CERTAIN BONDS AND MORTGAGES ALLEGED TO be due and owing to Edward S. Brown from Thomas H. Duncan and Sarah Duncan.
} Answer.

Answer of Thomas H. and Sarah Duncan.

To the honorable the judge of the district court above named:

The answer of Thomas H. & Sarah Duncan, intervening for the
336 protection of their interest & rights in *in* the said bond and mortgage specified in the said information on file in this cause, respectfully shows—

These respondents admit that the said Thomas H. Duncan executed and delivered to one Edward S. Brown the said bond specified in the

information filed herein; and that these respondents executed and delivered the mortgage as therein specified to secure the payment of the same, but they say they have no information or knowledge as to whether said Edward S. Brown is now the owner of said bond or the owner or holder of said mortgage. And they further say that they do not know whether said Brown owned or possessed said bond and mortgage or any interest therein at the time of their maturity. Wherefore these respondents say they do not know, and cannot admit, that they, or either of them, are indebted in any amount to said Brown on the said bond specified.

Respondents further say that said Edward S. Brown, at the time of the execution of said bond and mortgages, or soon thereafter, removed and carried the same without the State of Kansas, as they are
337 advised and believe, and that said bond and mortgage are now in the possession of said Edward S. Brown or his assignee without the State of Kansas, and that the marshal of this court has not, and never had, the same in his custody.

These respondents further state that soon after the execution of said bond the said Edward S. Brown agreed with respondent, Thomas H. Duncan, on good consideration, that at the maturity of said bond he would receive in full satisfaction of the said am't due thereon, one-half of the 80-acre tract specified in said mortgage, to be selected by said Duncan; wherefore respondents say that the north half of said tract should only stand charged with the payment of the sum due on said bond.

Respondents further say that they were ready and willing to pay off and satisfy said bond at its maturity, and at all times thereafter, by delivery of said deed for said 40-acre tract, and are still ready to do so, and have said mortgage discharged; but that said Edward S. Brown, by failing to present the same, and by keeping, as respondents
338 verily believe, within the insurrectionary district now in rebellion vs. the authority of the United States since the 17th day of April, 1861, and where respondents could not go and tender the said deed in satisfaction of the amount due on said bond, has prevented the payment thereof, and that Brown was without the State of Kansas at the maturity of said bond, and ever since has been.

Wherefore these respondents say that they should not be charged interest at all after maturity, but if they are adjudged herein to pay at all, only legal interest on said bond since its maturity to the 17th day of April, 1861, and should not be adjudged to pay interest at all since said date, and that they now stand ready to make a good and sufficient deed of warranty, to whoever may be entitled thereto, of the said 40-acre tract, and that they are not in any other way indebted or bound to said Brown or his assignee by reason of said bond, except to make and deliver said deed in satisfaction of said indebtedness.

339 Wherefore respondents deny that, under the proceedings herein, they, or either of them, can be adjudged to pay the amount of said bond or any part thereof herein, & pray *and pray* to be hence dismissed with their reasonable costs, and that all and singular the proceedings had may be such as to fully protect all their rights in the premises.

The following is a copy of said bond:

"$200. Twelve months after date I promise to pay to Edward S. Brown two hundred dollars, money loaned, without defalcation or set-off, with interest thereon at 30 per cent. per annum, said interest to be com-

pounded at the end of each successive year, so as to become annually a part of the principal and bear interest at the same rate.

"Given under my hand and seal in the county of Atchison, Territory of Kansas, on the 19th September, 1859.

"THOMAS H. DUNCAN." [SEAL.]

Respondents, as additional, would say that they are advised that, by the terms of the above bond, they can only be charged with legal interest thereon from its maturity.

THOMAS H. DUNCAN.
SARAH DUNCAN.

Thomas H. Duncan, being first duly sworn, states on oath that
340 the facts stated in the following answer are true in fact and in substance, as he verily believes.

THOMAS H. DUNCAN.

Subscribed in my presence and sworn to before me, by Thomas H. Duncan, this 25th day of April, A. D. 1863.

C. M. LELAND,
Commissioner of the United States District Court for the State of Kansas.

Said answer being endorsed: "Filed May 25, 1862. J. T. Morton, clerk."

And on the said 25th day of May, A. D. 1863, there was filed in the office of said clerk the answer of Watson Stewart and Elizabeth Stewart to the citation herein, in words & figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600.00 ET AL. IN THE MATTER of E. S. Brown. } Answer.

Answer of Stewart and Elizabeth Watson.

The defendants say that they did, on the 16th day of May, A. D. 1860, as alleged in the citation served in the above-entitled action, execute and deliver to one Edward S. Brown a bond and mortgage for the sum of $1,080.00, payable in twelve months after the date thereof, with 20 per cent. interest per annum, and which said mortgage was on
341 the northeast quarter of section twenty-four, of township 5, of range 20, situate in the county of Atchison and State of Kansas.

These defendants further say that on or about the 1st day of February, A. D. 1860, in the county of Atchison, and then Territory, now State, of Kansas, and in the district court for said county, one William P. Lamb, as plaintiff, brought an action against these defendants for a certain sum of money alleged to be due from these defendants for a land-warrant loaned and services rendered these defendants by the said Lamb in the entry by these defendants of the above-described land.

Due service of process was had in said action according to law; and afterward, to wit, on the 14th day of May, A. D. 1860, the said district court was held in and for said county of Atchison; and on the 4th day

of said term, it being the 19th day of May, A. D. 1860, a judgment was rendered against these defendants and in favor of the said W. P. Lamb for the sum of two hundred ninety-three dollars and costs of suit.

Said judgment was duly followed by execution, and on the 24th day of March, A. D. 1862, & at the March term of said district court,
342 the said W. P. Lamb purchased the said northeast quarter of section 24, township 5, range twenty, the same having been duly levied on by virtue of his said execution for the sum of four hundred dollars, at sheriff's sale, which sale was duly confirmed by said district court at the said March term, A. D. 1862.

The defendants say that they are instructed, and believe, that the said judgment-lien is paramount and superior to the alleged mortgage by these defendants to the said Edward S. Brown, and of this they pray judgment of the court that the priorities of lien may be determined, and for such other and further action as will fully protect their rights in the premises.

JOHN J. INGALLS,
Of Counsel for Defendants.

On this 18th day of May, A. D. 1863, Watson Stewart, one of the above defendants, being duly sworn, deposes and says that the statements contained in the above answer are true in substance and in fact, as he verily believes.

WATSON STEWART.

Subscribed in my presence and sworn to before me, this day above written.

[SEAL.] ALFRED G. OTIS,
Notary Public.

(Endorsed:) "Filed May 25, 1863. John T. Morton, clerk."

343 And on the said 25th day of May, A. D. 1861, the answer of Robert W. Hancock to the citation herein was filed in the office of the clerk of said district court, in words and figures as follows, to wit:

Answer.

In the district court of the United States, district of Kansas.

EDWARD S. BROWN
vs.
ROBERT W. HANCOCK & ELIZA M. HANCOCK, defendants, in the matter of garnishee in this case in favor of the United States.

The said Robert W. Hancock, the defendant herein, for answer to said matters and things in the petition and information filed against him in this case, says that he is not indebted to the said Edward S. Brown in the sum of three hundred dollars with interest, as alleged in the notice served upon him; that he never received from the said Edward S. Brown, or any other person for him, any other sum than two hundred and fifty dollars on the said 23rd day of May, A. D. 1860, and that all over that sum alleged to be due is illegal and usurious, and is for an illegal and usurious interest charged by the said Edward S. Brown against the defendant, which said sum of two hundred and fifty dollars afore-

344 said, the only amount due from this defendant to said Brown, this defendant is, and has been, ready and willing to pay to any party entitled to receive the same.

ROBERT W. HANCOCK.

Subscribed and sworn to before me, by Robert W. Hancock, on this 27th day of April, A. D. 1863.

JOHN M. PRICE,
Justice of the Peace.

The said answer being endorsed in words and figures as follows, to wit: "Filed May 25, 1863. John T. Morton, clerk."

And on the said 25th day of May, A. D. 1863, there was filed in the clerk's office of the said district court the answer of John L. Thompson and Isabella Thompson to the citation herein, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE BOND & MORTGAGE FROM JOHN L. & ISABELLA THOMPSON. } Answer.

Answer of John L. & Isabella Thompson.

To the hon. judge of the court above named:

The above-named defendants state that they admit the execution of the bond & mortgage specified in the citation herein, but allege that said bond only drew interest from maturity, and not from date;
345 that the consideration of said bond was but $100.00, and that interest until maturity was computed and made part of the principal thereof.

They further say that at the maturity of said bond they were ready to pay the same, but that said Brown at that date, and ever since, has been without the State of Kansas, and had no agent here who was authorized to receive the same, and that said Brown at that date, and ever since, has been within the insurrectionary district so called of the United States, as respondents are advised and verily believe. Wherefore they are advised that the indebtedness on said bond is the principal sum due thereon without interest.

They further say that they have no knowledge who is now the owner of said bond, or whether said Brown has heretofore assigned the same or not, and pray that proof may be required by the court, and that their rights in the premises be fully protected.

OTIS & GLICK,
Proctors for J. L. & Isabella Thompson.

John L. Thompson, being duly sworn, states on oath that the facts stated in the foregoing answer are true in substance and in fact,
346 as he verily believes.

JOHN L. THOMPSON.

Subscribed and sworn to before me, by John L. Thompson, this 23d day of May, A. D. 1863.

[SEAL.] JNO. J. INGALLS,
Notary Public.

The said answer so filed being endorsed in the words and figures as follows, to wit: "Filed May 25, 1863. John T. Morton, clerk."

And afterwards, to wit, on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of the said district court in words and figures as follows, to wit, the answer of John S. and Mahala Rust to the citation herein, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600, ET AL. } In the matter of Edward S. Brown.

Answer of John S. Rust and Mahala Rust.

The defendants say that they executed and delivered to one Edward S. Brown a note or bond and mortgage, as set forth in the citation served on them in the above-entitled cause, and that the same remains unpaid.

347 That they do not know whether the said Edward S. Brown had any interest therein at the date of forfeiture and condemnation of the same, and demand proof thereof.

They further say that they were ready at the maturity of said note to pay the same, and are still ready to do so, but that they have reason to believe that the said Edward S. Brown is now, and has been, a resident of the State of Virginia since the date of the pretended secession of said State, by reason whereof they could not legally make payment of the amount due.

They further say that they are instructed that they are not liable for the payment of interest on said note since the date of the alleged secession of the State of Virginia, of which State the said Edward S. Brown is believed to be a resident.

They therefore pray that they may be discharged from the payment of interest, and that such action may be further had by the court as will fully protect their rights in the premises.

JOHN J. INGALLS,
Counsel for Defendants.

348 Mahala Rust, one of the above-named defendants, being duly sworn, deposes and says that the statements set forth in the above answer are true in substance and fact, as she verily believes.

her
MAHALA + RUST.
mark.

Subscribed in my presence and sworn to before me this 20th day of May, 1863.

ALFRED G. OTIS,
Notary Public.

Said answer being endorsed in words and figures as follows, to wit: "Filed May 25, 1863. J. T. Morton, clerk."

And on the said 25th day of May there was filed in the office of the clerk of the said district court the answer of Charles C. Andrews herein, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE BOND AND MORTGAGE ALLEGED TO BE executed and due from Charles C. Andrews to Edward S. Brown. } Answer.

Answer of Charles C. Andrews.

To the honorable the judge of the court above named:

The answer of Charles C. Andrews, respondent in above cause, respectfully shows that no decree should be rendered in this cause against him on the said bond and mortgage specified, because he says that on the 19th day of November, A. D. 1860, and soon after the maturity of said bond, he paid off the same in full, and, to the best of his recollec-
349 tion, took in and received said bond and cancelled same. That the amount so paid by him on said bond and in full thereof was the sum of four hundred and fifty-five dollars. Wherefore he says that he is not indebted to said Edward S. Brown, or any other person, in any amount on said bond, and that the mortgage specified in this cause has been satisfied of record and discharged.

OTIS & GLICK,
Attys. & Proctors for Charles C. Andrews.

Alfred G. Otis, one of the proctors of record of said Charles C. Andrews, states, on oath, that, to the best of his information and belief, the facts stated in the foregoing answer are true in substance and in fact.

ALFRED G. OTIS.

Subscribed in my presence and sworn to before me by Alfred G. Otis this 25th day of May, A. D. 1863.

J. T. MORTON, *Clerk.*

(Endorsed:) Filed May 25, 1863. John T. Morton, clerk.

And on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of said district court the answer of George T. Challiss and Imogene Challiss, in words and figures as follows, to wit:

Answer.

In the district court of the United States for the district of Kansas.

THE UNITED STATES, ON THE INFORMATION of Robert Crozier, district attorney for
350 the district of Kansas,
vs.
CERTAIN BONDS AND MORTGAGES, ALLEGED TO be due and owing from George T. Challiss and Imogene Challiss to Edward S. Brown.

Answer of George T. and Imogene Challiss.

To the honorable the judge of the district *of the district* court above named:

The answer of George T. and Imogene Challiss. *To the honorable the judge of the district court above named. The answer of George T. and Imogene*

Challiss, intervening for the protection of their interests & rights in the said bonds and mortgages specified in the said information on file in this cause, respectfully shows:

These respondents admit that the said George T. Challiss executed and delivered to one Edward S. Brown the four several bonds specified in the information filed herein, except that the bond alleged to be for $750 was only for $740, and drew thirty, not twenty, per cent. interest, and that they executed and delivered the mortgage as therein specified to secure the payment of same, except that the note or bond for
351 $1,000, of date Sept. 12, 1859, was only secured by mortgage on the south half of the northwest quarter 7, 6, 21, & no mortgage was ever executed to said Brown on the north half of the northwest quarter 7, 6, 21, and said north half is wholly free from any lien for any of said bonds, but they say that they have no information or knowledge as to whether said Edward S. Brown is now the owner of said bonds, or any of the same, or is now the owner or holder of said mortgages, or any thereof.

These respondents do furthur say that they do not know whether said Edward S. Brown owned or possessed said bonds and mortgages, or any of the same, at the date of their maturity. Wherefore these respondents say that they do not know and cannot admit that they are now indebted in any amount to said Brown on the said bonds, or any of them.

Respondents furthur say that said Edward S. Brown, at the time of the execution of said bonds and mortgages, or soon thereafter, removed & carried the same without the limits of the State of Kansas, as they are advised and verily believe; that said bonds and mortgages have
352 ever since been and now are in the possession of said Edward S. Brown, or his assignees, without the State of Kansas, and that the marshal of this court has not and never did have the same in custody.

These respondents furthur state that, after the date and execution of the two notes made on Sept. 12 & on Sept. 14, 1859, & one being in the sum of $740, & one in the sum of $1,000.00, the said Edward S. Brown promised to respondent, George J. Challiss, that said two bonds should only draw 20 per cent. interest after the maturity thereof. These respondents are unable to give the copies of said two bonds, but they say that they know there was no stipulation therein that said notes should draw 30 per cent. interest after maturity or until paid. Wherefore they are advised that they are only liable on said bond for the principal thereof, and interest at 30 per cent. interest until due, and legal interest thereafter.

And as to the 2 bonds of date May 23d, A. D. 1860, one in sum of $600 & one in sum of $360.00, & due twelve months thereafter, these respondents say that said notes were only to draw 20 per cent.
353 interest from due and not from date. These respondents are unable to give exact copies thereof. That the amount actually received on said note of $600 by said Challiss was the sum of $500.00 only, & on the note or bond of $360.00 but $300.00, & that the interest on each of said bonds until due was computed in & made part of the principal thereof.

Respondents furthur say that said George T. Challiss, on the 23rd day of May, A. D. 1861, was ready and willing to pay said bonds to whoever was entitled to receive the same, and ever since has been and still is; but that said Brown at that date was, and ever since has been, without the State of Kansas and within the insurrectionary district, so called, of the United States, as respondents are informed and verily believe, where respondents could not lawfully go and tender the amount due and pay

off and cancel the same, and that he had no agent in said State of Kansas lawfully authorized to collect and surrender same.

Wherefore they say that, if it shall appear that said bonds are still owned by said Brown, *that* they should only be charged and are only indebted, as they are advised, in the principal of said two bonds made Sept. 12 & 14th, 1859, with interest at 30 per cent. till due,
354 and legal interest thereafter until May 23d, 1861, & the principal sum specified in said two bonds made May 23rd, 1860, which amounts they are still ready to pay to whomever may be lawfully entitled thereto.

Wherefore they pray the court to make such order and decree in the premises as will protect all their legal rights in the premises.

OTIS & GLICK,
Proctors for George & Imogene Challiss.

George T. Challiss, one of above respondents, being first duly sworn, states on oath that the facts stated in the foregoing answer are true in substance and in fact as he verily believes.

GEORGE T. CHALLISS.

Subscribed in my presence & sworn to before me by George T. Challiss this 23rd day of May, A. D. 1863.

[SEAL.] JOHN J. INGALLS,
Notary Public.

(Endorsed:) Filed May 25, 1863. J. T. Morton, clerk.

And on the said 25th day of May, 1863, there was filed in the office of the clerk of said district court the answer of W. J. Mayfield and Sarah Ann Mayfield in this cause, in the words and figures as follows, to wit:

355 EDWARD S. BROWN, PLAINTIFF,
vs.
W. J. MAYFIELD & SARAH ANN MAYFIELD,
defendants.

In the district court of the United States for the district of Kansas.

Answer.

And now comes the said defendants, W. J. Mayfield and Sarah Ann Mayfield, and for answer of said citation, and saith that these defendants ought not to pay more money than the amount of said bond, for they say that they have been and were ready to pay said bond at maturity, and that said Edward S. Brown, has not presented said note for payment, nor did the said Edward S. Brown, at any time after said note became due and payable, so arrange said note and mortgage that these defendants could pay said note and have said mortgage released; and these defendants therefore say that the said Edward S. Brown, or no person for him, should be permitted to collect any interest on said note after the same became due and payable; and these defendants do not object to pay said money to the United States that is due to the said
356 Brown on said note and mortgage without interest, to wit, the sum of three hundred dollars.

LAMB & EAGER,
Attys. for Defts.

W. J. Mayfield, being duly sworn, states for himself, and in behalf of Sarah Ann Mayfield states, that the matters and things as stated in the foregoing answer are true in substance and in fact as he verily believes.

W. J. MAYFIELD.

Subscribed in my presence and sworn to before me this May 21, A. D. 1863.

[SEAL.] JNO. J. INGALLS,
Notary Public.

(Endorsed:) Filed May 25th, 1863. John T. Morton, clerk.

And on the said 25th day of May, 1853, there was filed in the office of the clerk of the said district court the answer of Squire Wade and Elizabeth Wade herein in words and figures as follows, to wit:

EDWARD S. BROWN, PLAINTIFF,
vs.
SQUIRE WADE AND ELIZABETH WADE, DEFENDANTS.

In the district court of the United States for the district of Kansas.

Answer.

And now comes the defendants, Squire Wade and Elizabeth Wade, and for answer of the said citation, saith that these defendants
357 ought not to pay any money other than the amount of said bond, for they say that they have been and were ready to pay said bond at maturity; and that said Edward S. Brown has not presented said note for payment, nor did the said Brown, at any time after said note became due, so arrange said note so that these defendants could pay the same. These defendants therefore say that the said Edward S. Brown, or no person for him, should be permitted to collect any interest on said note after maturity.

These defendants do not object to paying said sum of money to the United States that is due to the said Brown, on said note and mortgage, to wit, the sum of one thousand and twenty dollars, $1,020.00.

LAMB & EAGER,
Atty. for Defts.

Squire Wade, in behalf of himself and for Elizabeth Wade, being duly sworn, saith that the matters and things as stated in the foregoing answer are true in substance and in fact as he verily believes.

SQUIRE WADE.

Sworn and subscribed before me this 19th day of May, A. D. 1863.

[SEAL.] DAVID PATTEN,
Notary Public in and for Atchison County, Kansas.

358 Filed May 25, 1863.

J. T. MORTON, *Clerk.*

And on the said 25th day of May, 1863, there was filed in the office of the clerk of said district court, the answer of George M. Blodgett and Mary E. Blodgett herein in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

EDWARD S. BROWN, PLAINTIFF,
vs.
GEORGE M. BLODGETT & MARY E. BLODGETT,
defendants.

Answer.

And now comes the said defendants, George M. Blodgett and Mary E. Blodgett, and for answer of said citation, say that these defendants ought not to pay more than the amount of the said bond and mortgage, less thirty dollars, for that these defendants paid the said Brown, on the 16th day of May, A. D. 1860, thirty dollars, the interest on said note.

A copy of said receipt is hereto attached.

"16th May, 1860. Received from George M. Blodgett, thirty dollars, the interest to the 9th day of May, 1860, on his bond to me for $150, payable twelve months after date, and dated September 9, 1859, bearing 30 per cent. interest.

"EDWARD S. BROWN."

359 And these defendants have been and were ready at the maturity of said note to pay said money, and that said Edward S. Brown has not presented said note for payment, nor did the said Brown at any time, after said note became due and payable, so arrange said note and mortgage that these defendants could pay said note and have said mortgage released; and these defendants therefore say that said Brown, nor no person for him, should be permitted to collect for him any interest on said note after the same became due and payable.

And these defendants are ready to pay to the United States the amount of money owed by them to the said Brown, to wit, the sum of sixty-five dollars.

LAMB & EAGOR,
Attorney for Deft.

Henry Cline, agent for George M. Blodgett, first being duly sworn, saith that said George M. Blodgett is now in Company F, of the Kansas 13th Regiment of the Vol. in the United States service, and the matters and things stated in the foregoing answer are true in substance and in fact as he verily believes.

HENRY CLINE.

Subscribed in my presence and sworn to before me this May 21, 1863.
[SEAL.] JNO. J. INGALLS,
Notary Public.

360 (Endorsed:) *Endorsed:* Filed May 25, 1863. John T. Morton, clerk.

And on the said 25th day of May there was filed in the office of the clerk of said district court the answer of D. C. Davis and Rebecca Ann Davis herein in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
ONE CERTAIN BOND ALLEGED TO BE DUE AND owing from D. C. Davis and Rebecca Ann Davis to Edward S. Brown.

Answer of D. C. and Rebecca Ann Davis.

The said D. C. and Rebecca Ann Davis, for answer to this cause, say that they admit the execution of the said bond, & specified in the citation herein, but say that said bond only draws interest from maturity & not from date; that only $600 was paid said D. C. Davis by said Brown, and that interest for one year, and until said bond was due, was computed in and made part of the principal of said bond. That when said bond was due the said Brown was without the said State of Kansas,
361 and ever since has remained out, as affiant' believe; and that said bond, when due, was without said State, in the hands of said Brown or his assignees, and ever since has been; and that there has been no agent in this State of said Brown to whom said bond could lawfully be paid, or who had possession thereof to collect; and that at the time of the maturity of said bond, and ever since, said Brown, as respondents are informed and verily believe, has been within the insurrectionary district of the United States, where the same could not be lawfully paid to him, and that they were ready to pay said bond at its maturity. Wherefore respondents are informed and state that their indebtedness on said bond is the amount specified in the same without interest, which they are ready to pay to whoever may be lawfully authorized to receive the same.

They further say that they have no knowledge whether the said Brown is now or was at the maturity of said bond the holder thereof, and, therefore, cannot say whether they are indebted thereon, and pray that full proof of the present ownership of said bond be required by the court before a decree be rendered herein, and that all the pro-
362 ceedings be such as to lawfully protect all their rights in the premises.

OTIS & GLICK,
Proctors for Respondents.

D. C. Davis, one of the above respondents, being duly sworn, states on oath that the facts stated in the foregoing answer are true in substance and in fact, as he verily believes.

D. C. DAVIS.

Subscribed in my presence and sworn to before me by Daniel C. Davis this 16th day of May, A. D. 1863.

[SEAL.] WILLIAM JACKSON,
Notary Public.

The said answer indorsed in words and figures as follows, to wit: "Filed May 25, 1863. J. T. Morton, clerk."

And on the said 25th day of May, 1863, there was filed in the office of the clerk of the said district court the answer of Benjamin Ball and Hannah S. Ball in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
v.
A BOND FOR $600 ET AL. IN RE EDWARD S. Brown.

Answer of Benjamin Ball and Hannah S. Ball.

The said defendants say that they executed and delivered to one Edward S. Brown a note or bond and mortgage, as set forth in the citation, served on them in the above-entitled cause; that the same
363 remains due and unpaid; that they do not know whether the said Edward S. Brown had any interest therein at the date of the forfeiture and condemnation of the same.

They further say that they are informed and believe that the said Edward S. Brown has not been in the State of Kansas since the date of the maturity of said note, and has had no agent or attorney to whom the same could be paid.

They further say that they are instructed that no more than ten per cent. interest can be legally claimed of them since the maturity of said note, to wit, the 9th of September, A. D. 1860, and of this they pray judgment of the court, and for such further action as will protect their rights in the premises.

BENJAMIN BALL.
JOHN J. INGALLS,
Of Counsel for Defendants.

On this 15th day of May, A. D. 1863, personally appeared Benjamin Ball above named, and made affirmation that the matters set forth in the above answer are true in substance and in fact, as he verily believes.

BENJAMIN BALL.

Subscribed in my presence and affirmed to before me by Ben-
364 jamin Ball this 16th day of May, 1863. Witness my hand and seal notarial day and year aforesaid.

ALFRED G. OTIS, [SEAL.]
Notary Public.

Said answer being endorsed: Filed May 25, 1863. John T. Morton, clerk.

And on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of said district court the answer of Hester A. Hendricks herein in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
v.
TWO CERTAIN BONDS AND MORTGAGES ALLEGED to be executed and due from Daniel D. Hendricks and Hester Hendricks to Edward S. Brown.

Answer of Hester A. Hendricks.

To the honorable the judge of the district court above named:

The answer of Hester Hendricks, interviewing in this cause and appearing under the order of the court duly served on her, respectfully shows that, heretofore, to wit, on the 15th day of February, A. D. 1862,

the said Daniel D. Hendricks departed this life, and that she is the widow of said decedent and the administratrix of his estate, and
365 that John D. Hendricks, aged 13 years, William M. Hendricks, aged 8 years, Daniel D. Hendricks, aged 6 years, Henry T. Hendricks, aged 4 years, are still living, and are the children of this respondent and said decedent, and heirs of said decedent.

She further says that she executed one certain mortgage on the west half of section No. 6, township No. 6, range 20, in Atchison Co., Kansas, jointly with her said husband, to secure one bond of $600.00, date Sept. 12, 1859, and due twelve months thereafter. But said note of $600 had no stipulation therein that the same should draw 30 p'r cent. interest after maturity or until paid. Wherefore, she is advised that the amt. due on said bond is the principal sum of $600.00, & 30 pr. cent. interest until due Sept. 12, 1860, and legal interest after said date.

And as to the said second mortgage respondent says that her signature thereto was obtained by misrepresentation to her of the premises specified therein, and covered thereby; that she was informed that said mortgage only conveyed the southwest quarter of said section 6, and was further informed that the said mortgage previously given
366 to secure the said $600.00, was to be previously discharged on the said northwest quarter of said section No. 6, and that acting on the belief and information so furnished her, she executed the said second mortgage specified to secure the said sum of $1,200.00, and that the whole inducement to execute and sign said second mortgage was to discharge said northwest quarter of said section No. 6; that the same might be held and secured as a homestead for herself and family. Wherefore, she says that said second mortgage as to said northwest quarter of section No. 6 is fraudulent and void, and that she is entitled to her dower interest therein, which she here sets up and claims as against said mortgages.

She further says that said bond of $1,200 only drew interest from maturity, and not from date, to wit, from May 19th, 1861.

And further answering says, that she does not know whether said Brown now owns said bonds or any interest therein. Wherefore she cannot admit that the estate of said D. D. Hendricks is now indebted
367 in any amount to said Brown, & prays that full proof thereof be required by this court.

She further admits and believes that said Brown, soon after the execution of said bonds, took the same without said State of Kansas, and that they are now without the said State of Kansas & in the possession of said Brown or his assignees; that they have never been seized and are not now held by the marshal of this court; that at the time of their maturity and ever since Brown has retained the same and has remained himself without the said State, so that the amts. could not be tendered him in the State of Kansas; and that he had no agent in said State lawfully authorized to collect said bonds; and that since the maturity of said note of $1,200 said Edward S. Brown has, as respondent believes, remained within the insurrectionary district now in rebellion, where the amt. thereof could not lawfully be paid to him. Wherefore respondent says that said lands should only be charged with the
368 principal of said bonds and interest on said bond of $600.00 until due, and no interest after due on either of the same.

And having fully answered she prays that all the orders and proceedings herein may be such as fully to protect all her rights in the premises.

OTIS & GLICK,
Proctors for Hester Hendricks.

Hester A. Hendricks, being first duly sworn, states on oath that the facts stated in the foregoing answer are true in substance and in fact as she verily believes.

her
HESTER + A. HENDRICKS.
mark.

Attest:
JNO. J. INGALLS.

Subscribed in my presence and sworn to before me by Hester A. Hendricks this 16th day of May, A. D. 1863.
[SEAL.] JNO. J. INGALLS,
Notary Public.

Said answer being endorsed as follows, to wit: "Filed May 25, 1863. J. T. Morton, clerk."

And on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of the said district court the answer of Harrison Weider & Ellen Weider herein, in words and figures as , that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
v.
A BOND FOR $600 ET AL. } In the matter of Edward S. Brown.

369 *Answer of Harrison Weider and Ellen Weider.*

The defendants say they executed and delivered to one Edward S. Brown a note, or mortgage and bond, as set forth in the citation served on them in this cause, and that the same remains due and unpaid; that they do not know whether the said Edward S. Brown had any interest therein at the date of forfeiture and condemnation of the same. They further say that they were ready at the maturity of said note or bond to pay the same, and are still ready; that by reason of the absence of the said Brown in some of the 'insurrectionary district' of the United States, as they have good reason to believe, they were unable to make payment, and could not lawfully make payment thereof to the said Brown or to his agent or attorney.

They further say that they are instructed and believe that they are not liable for interest since the date of the maturity of said note, to wit, since the 8th day of September, A. D. 1860, or that if they are liable they are only liable for the payment of interest at 10 per cent.
370 per annum; they therefore pray that they may be discharged from the payment of the interest, and that satisfaction of the amount due may be decreed, and for such other and further relief as will fully protect their rights in the premises.

JOHN J. INGALLS,
Of Counsel for Defendants.

Harrison Weider, one of the above-named defendants, being duly sworn, deposes and says that the statements contained in the above answer are true in substance and in fact as he verily believes.

HARRISON WEIDER.

Subscribed in my presence & sworn to before me this 18th day of May, A. D. 1863.
[SEAL.] ALFRED G. OTIS,
Notary Public.

(Endorsed:) Filed May 25, 1863. J. T. Morton, clerk.

And on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of said district court the answer of Louis Dein and Leima Dein herein in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
v.
A BOND FOR $600 ET AL.

Answer of Louis Dein and Leima Dein.

These respondents say that they executed and delivered to one Edward S. Brown a note, or bond and mortgage, as set forth in the
371 citation served on them in the above-entitled cause, and that the same remains due and unpaid.

They further say that they do not know whether the said Edward S. Brown had any interest therein at the date of the seizure and condemnation thereof, and pray proof of the same.

They further say that they have good reason to believe and do believe that the said Brown is a resident of the State of Virginia, and has been since the pretended secession thereof, and that he has not been in the State of Kansas, or had any authorized agent therein, since the maturity of said bond and mortgage herein mentioned.

They further say that they were ready at the maturity of said note or bond and mortgage to pay the same, and have been able and willing ever since to do so, but have been unable to do so by reason of the absence of said Brown from the State of Kansas, as aforesaid.

They, therefore, pray that the interest on said bond and mortgage may be remitted since the date of the maturity thereof, and for such other relief as will *afflict* their rights in the premises.

JOHN J. INGALLS,
Counsel for Defendants.

372 Louis Dein, being duly sworn, deposes and says that the statements contained in the above answer are true in substance and in fact as he verily beleives.

LOUIS DEIN.

Subscribed in my presence and sworn to before me this 30th day of May, A. D. 1863.

WM. BUCHER, [SEAL.]
Notary Public.

(Endorsed:) Filed May 25, 1863, John T. Morton, clerk.

And on the said 25th day of May, 1863, there was filed in the office of the clerk of the said district court the answer of Thomas N. Johnson & Mary J. Johnson in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL., IN THE MATTER of E. S. Brown.

Answer of Thomas N. Johnson & Mary J. Johnson.

The defendants say that they executed and delivered to one Edward S. Brown a note, or bond and mortgage, as set forth in the citation served upon them in the above-entitled cause, and that the same remains unpaid; that they do not know whether the said Edward S. Brown

373 had any interest therein at the date of the forfeiture and condemnation of the same; that they were ready at the maturity of said note to pay the same and are still ready to do so.

They further say that they have reason to believe that the said Edward S. Brown is now and has been since the date of the secession of Virginia a resident of said State, by reason whereof they could not make payment of the amount due.

They further say that they are instructed and believe that they are not liable for the payment of interest on said note since the date of the maturity thereof, to wit, since the 13th day of September, A. D. 1860, or that if they are liable, they are only liable for the payment of interest at 10 per cent. per annum from said date till the date of the alleged secession of the State of Virginia; they further say that they are instructed and believe no interest should be collected since the date pretended secession of the State of Virginia, of which State the said Brown is believed to be a resident.

374 They therefore pray that they may be discharged from the payment of interest, and that such action may be had by the court as will fully protect their rights in the premises.

JOHN J. INGALLS,
Of Counsel for Defence.

Thomas N. Johnson, one of the above-named defendants, being first duly sworn, deposes and says that the statements contained in the above answer are true in substance and in fact, as he verily believes.

his
THOMAS N. + JOHNSON.
mark.

Attest: JNO. J. INGALLS.

Subscribed in my presence and sworn to before me this May 19, 1863.
[SEAL.] ALFRED G. OTIS,
Notary Public.

(Endorsed:) Filed May 25, 1863. J. T. Morton, clerk.

And on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of said district court the answer of John I. Scott & Margaret Scott herein, in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

THE UNITED STATES
v.
A BOND FOR $600 ET AL. } In the matter of Edward S. Brown et al.

Answer of John I. Scott & Margaret Scott.

375 The defendants say that they executed and delivered to one Edward S. Brown a note or bond and mortgage as set forth in the citation served on them in the above-entitled cause, and that the same remains due and unpaid; that they do not know whether the said Edward S. Brown had any interest therein at the date of the forfeiture and condemnation of the same, and demand proof thereof.

They further say that they were ready at the maturity of said note to pay the same, and are still ready to do so; but that they have reason to believe that the said Edward S. Brown is now and has been a resi-

dent of the State of Virginia since the date of the pretended secession of said State, by reason whereof they could not lawfully make payment of the amount due on said note or bond and mortgage.

They further say that they are instructed and believe that they are not liable for the payment of interest on said claim since the date of the pretended secession of the State of Virginia, of which State the said Edward S. Brown is believed to be a resident.

376 They therefore pray that they may be discharged from the payment of interest on the amount claimed, and that such further action may be had as will fully protect their rights in the premises.

JOHN J. INGALLS,
Of Counsel for Defendants.

John I. Scott, one of the above-named defendants, being duly sworn makes oath that the statements contained in the above answer are true in substance and in fact, as he verily believes.

JOHN I. SCOTT.

Subscribed in my presence and sworn to before me this May 20, 1863.
[SEAL.] ALFRED G. OTIS,
Notary Public.

(Said answer is endorsed thus:) "Filed May 25, 1863. J. T. Morton, clerk."

And on the said 25th day of May, A. D. 1863, there was filed in the office of the clerk of said district court the answer of Washington Hays & Nancy Hays herein, in words and figures as follows, that is to say:

In the district court of the United States for the district of Kansas.

EDWARD S. BROWN, PLAINTIFF,
v.
WASHINGTON HAYS AND NANCY S. HAYS, DEFENDANT.

Answer.

And now comes the said Washington Hays and Nancy S. Hays'
377 defendants, and say that they did borrow the amount of money mentioned in the citation from the said Edward S. Brown, and did on the 10th day of September, 1859, execute and deliver to the said Brown said mortgage mentioned in said citation, and these defendants say that they were ready at the time of the maturity of said note to pay the same, and that said Brown failed on his part to present said note for payment, or to authorize any one to receive said money for him and to release said mortgage; that these defendants could not pay said Brown or any one else and release said mortgage; that these defendants do not object to pay the United States the amount of money by them owed to the said Brown, to wit, the sum of three hundred and twenty four dollars, and are willing and ready to pay the same at this or any time.

LAMB & EAGOR,
Attorneys for Defendants.

Washington Hays, one of the defendants, for himself and in behalf of Nancy S. Hays, being first duly sworn, states on his oath that

378 matter and thing' as stated in the foregoing answer are true in substance and in fact.

WASHINGTON HAYS.

Subscribed in my presence and sworn to before me this 23d day of May, A. D. 1863.

[SEAL.] JOHN J. INGALLS,
Notary Public.

(Endorsed:) Filed May 25, 1863. J. T. Morton, clerk.

And on the 25th day of May, A. D. 1863, there was filed in the office of the clerk of the said district court the answer of Isaac Blessing herein, in words and figures as follows, that is to say:

Answer.

In the district court of the United States for the district of Kansas.

EDWARD S. BROWN, PLAINTIFF,
v.
ISAAC BLESSING, DEFENDANT. } Answer.

And now comes the said Isaac Blessing, defendant, and, for answer of the said citation, *and* saith that the said defendant ought not to pay more money than the bond and interest until maturity thereon; that this defendant says that he was ready at the maturity of said note to pay said money, and now ready to pay the same to any person
379 authorized to receive the same; that said Brown failed on his part to present the note for payment or to authorize any one so do for him; and that this defendant has not been able to pay on account of the said Brown not making any to release said mortgage; that this defendant is now ready to pay said sum of $250.00 to the United States, with interest at rate mentioned in said note until maturity, to wit, the sum of three hundred and twenty-five dollars.

LAMB & EAGOR,
Attys. for Deft.

Isaac Blessing, being first duly sworn, states that the matters and things as stated in the foregoing answer are true in substance and in fact, as he verily believes.

ISAAC BLESSING.

Subscribed in my presence and sworn to before me this 21st day of May, 1863.

[SEAL.] JOHN J. INGALLS,
Notary Public.

(Endorsed:) Filed May 25, 1863. John T. Morton, clerk.

And be it further remembered that theretofore, to wit, on the 28th day of March, A. D. 1863, the district attorney of the United
380 States for the district of Kansas had filed in the office of the clerk of said district court eleven other warrants or orders of seizure theretofore issued by him and executed by the marshal of said district, and which said warrants, with the respective returns made by the said marshal as endorsed on each, are in words and figures as follows, that is to say:

381 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit: Lot twenty (20) in block fifteen (15) in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23d day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

382 (Endorsed:) Received this warrant Feb'uary 23d, 1863, and executed the same by seizing on the 6th day of March, 1863, all the rights, title, and interest of the within-named Edward S. Brown, in and the property therein discribed, and by delivering on the 6th day of March, 1863, personally to Samuel Kiser, whom I found in occupation, a copy of this warrant.

JAMES L. M'DOWELL,
U. S. Marshall.

MARCH 6, 1863.

383 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States, and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property

in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation, duly made and given by the President of the United States, on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit: Bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26, 1860, by James M. Calvert to Edward S. Brown, and secured by mortgage made and acknowledged May 26, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

384 (Endorsed:) Received this warrant Feb'uary 23d, 1863, and executed the same by seizing, on the 25th day March, 1863, the credit therein discribed, and by delivering, on the same day, personally, to William Adams, who is in pos'session of the within-described mortgaged premises, (James M. Calvert is not now in my district,) a certified copy of this warrant.

JAMES L. M'DOWELL,
U. S. Marshall,
Per JOHN H. ORTMAN.

MARCH 25, 1863.

385 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has since the date aforesaid held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebel-

lion, did not, within sixty days after public warning and proclamation, duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit: A bond for the payment of six hundred dollars, ($600,) in twelve months from the date thereof, with interest, after maturity, at the rate of twenty (20) per cent. per annum, executed May 24th, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24th, 1860, acknowledged May 25th, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26th, 1860, in book L, page 470, in the office of register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southwest quarter of section 27, in township 7, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the thirteenth day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 20rd day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

386 (Endorsed:) Received this warrant Feb'uary 23d, 1873, and executed the same by seizing, on the 13th day of March, 1863, the credit therein discribed, and by delivering on the same day, personal'y, to the within-named Andrew Henson and Susannah Henson each a copy of this warrant.

March 14, 1863.

JAMES L. M'DOWELL,
U. S. Marshall.
Per JOHN H. ORTMAN, *Deputy.*

387 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit: A bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township 8, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

388 (Endorsed:) Received this warrant Feb'uary 23rd, 1863, and executed the same by seizing, on the 14th day of March, 1863, on the credit therein discribed, and by delivering on the *credit therein described and by delivering on the* same day, personal'y, to the within-named William Sparks and Jemima Sparks each a copy of this warrant.

March 14, 1863.

JAMES L. M'DOWELL,
U. S. Marshall,
Per JOHN H. ORTMAN, *Deputy.*

389 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit: A bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. and Martha Ann Hiatt

to said Edward S. Brown, and secured by mortgage made and acknowledged May 29, 1860, by said Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29th, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

390 (Endorsed:) Received this writ Feb'uary 23d, 1873, and executed the same by seizing, on the 14 day of March, 1863, the credit within discribed, and by delivering on the same day, personal'y, to the within-named Benajah W. Hiatt and Martha Ann Hiatt each a copy of this warrant.

March 14, 1863.

JAMES L. M'DOWELL,
U. S. Marshall,
Per J. H. ORTMAN, *Deputy.*

391 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States:

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit: a bond for the payment of $480.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in

said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, range 24:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23 day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

392 (Endorsed:) Received this warrant Feb'uary 23, 1863, and executed the same by seizing, on the thirteenth day of March, A. D. 1863, the credit therein described, and by delivering on the same day to Samuel E. and Mary Ann Edwards each a copy of this warrant.

JAMES L. M'DOWELL,
U. S. Marshall,
Per J. H. ORTMAN, *Deputy.*

March 13, 1863.
Miles, 24, 1.44; service, 2 4.00—$5.44.

393 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit: also a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate, in said Leavenworth County and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty-one, (21,) and the east half of the northeast quarter of section fifteen, (15,) township eight, (8,) of range twenty-one, (21:)

You are therefore hereby commanded to seize the said estate, prop-

erty, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23 day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

394 (Endorsed:) Received this warrant Feb'uary 23rd, 1863, and executed the same by seizing on the 7th day of March, 1863, the credit therein discribed, and by delivering on the same day, personal'y, to the within-named James Bosley and Hannah Bosley each a copy of this warrant.

JAMES L. M'DOWELL,
U. S. Marshall.

MARCH 7, 1863.

395 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been and now is acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States;

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects, within the district of Kansas, to wit: also a bond for the payment of $1,200.00 in twelve months from date thereof, with interest after due at the rate of twenty per cent. per annum, executed May 28th, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May 28th, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast quarter of section 12, in township 8, of range 21:

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas at the next term thereof, to be holden at Topeka, on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23 day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

396 (Endorsed:) Received this warrant Feb'uary 23rd, 1863, and executed the same by seizing, on the 7 day of March, the credit therein described, and by delivering on the same day to the within-named Lawrence Kenedy and Eliza Kenedy each a copy of this writ.

JAMES L. M'DOWELL,
U. S. Marshall.

397 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation duly made and given by the President ot the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits and effects, within the district of Kansas, to wit:

A bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22.

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of February, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

398 (Endorsed:) Received this warrant Feb'uary 23rd, 1863, and executed the same by seizing, the 9th day of March, 1863, on the credit therein described, and by delivering personally to Hays, whom I

found in pos'session of the within-described mortgaged premises, (the Merchants are now residents of Mo.,) a certified copy of this warrant.

JAMES L. M. DOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

399 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so-called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation, duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29th, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in county of Leavenworth, State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, range 22.

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23rd day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

400 (Endorsed:) Received this warrant Feb'uary 23, 1863, and executed the same by seizing, on the 7th day of March, 1863, the credit therein described, and by delivering on the same day personally to the within-named Marion Todd and Mary P. Todd each, a copy of this warrant.

JAMES L. M. DOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

MARCH 7, 1863.

401 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for said district, greeting:

Whereas one Edward S. Brown, of the State of Virginia, since the 17th day of July, A. D. 1862, and since the 25th day of September, A. D. 1862, has been, and now is, acting as an officer of the army of the rebels in arms against the Government of the United States; and has, since the date aforesaid, held an office under the government of the so called Confederate States of America; and, being the owner of property in the State of Kansas, has, since the dates aforesaid, assisted and given aid and comfort to the present rebellion; and being, on said 17th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, did not, within sixty days after public warning and proclamation, duly made and given by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

And whereas the said Edward S. Brown is the owner of the following estate, property, money, stocks, credits, and effects within the district of Kansas, to wit:

A bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity, at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the northeast fractional quarter of section 5, in township 8, of range 21.

You are therefore hereby commanded to seize the said estate, property, money, stocks, credits, and effects of the said Edward S. Brown, and any and every of them, and to detain the same in your custody, so that you have the same before the district court of the United States for the district of Kansas, at the next term thereof, to be holden at Topeka on the 13th day of April, A. D. 1863, to abide the order of said court respecting the same.

Witness my signature at Leavenworth, in said district, this 23 day of Feb'uary, A. D. 1863.

ROBERT CROZIER,
United States District Attorney.

402 (Endorsed:) Received this warrant Feb'uary 23rd, A. D. 1863, and executed the same, seizing, on the 13th day of March, 1863, the credit therein described, and by delivering on the same day personally to the within-named defendant', Jackson B. Crane and Sarah Ann Crane, each, a copy of this warrant.

JAMES L. M. DOWELL,
U. S. Marshal,
Per JOHN H. ORTMAN, *Deputy.*

403 And which said several warrants were then and there further endorsed by the clerk of said court in words and figures as follows, that is to say, respectively: Filed March 28, A. D. 1863. John T. Morton, clerk.

And on the said 28th day of March, A. D. 1863, the said district attorney of the United States for the district of Kansas filed in the office of the clerk of said court a libel of information herein, which said libel of information in the words and figures as follows, that is to say:

Information.

District court of the United States of America, district of Kansas.

To the judge of the district court of the United States for the district of Kansas:

Robert Crozier, attorney of the United States for the said district of Kansas, who prosecutes for the United States, exhibits this information against—

Lot twenty (20) in block fifteen (15) in the original plat of the city of Leavenworth and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same; also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed
404 May 26th, 1860, by James M. Calvert to Edward S. Brown, and secured by mortgage, made and acknowledged May 26th, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two.

Also, a bond for the payment of six hundred dollars ($600) in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 24th, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24th, 1860, and acknowledged May 25th, 1860, by said Andrew Henson, jr., and Susannah Henson, to said Edward S. Brown, recorded May 26th, 1860, in book L, page 470, in the office of the register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southeast quarter section 27, in township 7, of range 20.

405 Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28th, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township 8, of range 20.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29th, 1860, by Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and secured by mortgage made and acknowledged May 29th, 1860, by said Bennajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29th, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20.

406 Also, a bond for the payment of $480.00, in twelve months after the date thereof, with interest after maturity at the rate of 20 per

cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in the said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County, and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty-one, (21,) and the east half of the northeast quarter of section fifteen, (15,) township eight, (8,) of range twenty-one, (21.)

407 Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the northeast fractional quarter of section 5, in township 8, of range 21.

Also, a bond for the payment of $500.00 *dollars* in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29th, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30th, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the *of the* northeast quarter of section 30, in township 9, of range 22.

408 Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1868, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22.

Also, a bond for the payment of $200.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28th, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the

409 following real estate in said county of Leavenworth, and State of Kansas, viz: the northeast quarter of section 12, in township 8, of

range 21, and against all persons lawfully intervening for their interest therein.

And thereupon the said Robert Crozier doth allege, articulate, propound, and give the said judge to understand that on the twenty-fifth day of March, in the year one thousand eight hundred and sixty-three, at the county of Leavenworth, in the district of Kansas aforesaid, on land, James L. McDowell, esq., marshall of the United States for said district of Kansas, did seize the aforesaid lot, the rents and profits thereof, and the said bonds and mortgages, and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown, and now holds the same in his custody within the district of Kansas aforesaid, as forfeited to the said United States, for the causes hereinafter stated, to wit:

First. For that, on the twenty-fifth day of September in the year one thousand eight hundred and sixty-two, one Edward S. Brown was the owner of the said lot, and the rents and profits thereof, and of the said bonds, mortgages, and credits, and hath not, since said twenty-fifth day of September, one thousand eight hundred and sixty-two, trans-
410 ferred or conveyed away the same.

Second. For that the said Edward S. Brown, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, acted as an officer of the army of the rebels in arms against the Government of the United States.

Third. For that the said Edward S. Brown, the seventeenth day of July, in the year one thousand eight hundred and sixty-two, and since the date of the pretended ordinance of secession of the State of Virginia, took an oath of allegiance to and to support the constitution of the so-called Confederate States of America, and accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State.

Fourth. For that the said Edward S. Brown, being the owner of property in the State of Kansas, the same being a loyal State, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, did assist and give aid and comfort to the existing rebellion against the Government of the United States.

Fifth. For that the said Edward S. Brown, was, on the twenty-fifth day of July, in the year one thousand eight hundred and
411 sixty-two, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, and did not within sixty days after public warning and proclamation duly given and made by the President of the United States, on the twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States. All of which actings, doings, and omissions of said Edward S. Brown are contrary to the form of the statute of the United States in such cases made and provided, and whereby, and by force of said statute, the said lots and the rents and profits thereof, and the said bonds and mortgages, and the estate, property, credits, and rights thereto and therein of the said Edward S. Brown are forfeited to the uses in said statute specified.

Sixth. The said attorney of the United States, on behalf of the said United States, saith that all and singular the premises are true. Wherefore he prays that process in due form of law issue against the said lot', and the rents and profits thereof, and the said bonds, and the
412 estate, property, credit, and rights in and to the said bonds and mortgages of said Edward S. Brown, to enforce the forfeiture

thereof, and requiring notice to be given to all persons concerned in interest to appear and show cause on the return day of said process why such forfeiture should not be decreed.

ROBERT CROZIER,
District Attorney of the United States for the District of Kansas.

And which said libel of information is endorsed in words and figures, that is to say: "Filed March 28, 1863. John T. Morton, clerk."

And thereupon there issued from the office of the clerk of said court a monition in words and figures as follows, that is to say:

District court of the United States, district of Kansas, ss:

The United of America to the marshal of the United States for the district of Kansas, greeting:

Whereas such information has been filed in the district court of the United States for the district of Kansas, on the 28th day of March, in the year of our Lord one thousand eight hundred and sixty, by Robert Crozier, esq., attorney of the United States for the said district, on behalf of the United States of America, against lot twenty, (20,) in block fifteen, (15,) in the original plat of the city of Leavenworth, county of Leaven-
413 worth and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same, also a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26, 1860, by James M. Calvert to Edward S. Brown, and secured by mortgage made and acknowledged May 26th, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty two.

Also, a bond for the payment of six hundred dollars ($600) in twelve months from the date thereof, with interest after maturity at the rate of twenty (20) per cent. per annum, executed May 24th, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24th, 1860, and acknowledged May 25th, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26th, 1860, in book L, page 470, in the office of the register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southwest quarter of section
414 27, in township 7, of range 20.

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity, at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28th, 1860, by William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28th, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township eight, of range 20.

Also, a bond for the payment of $2,400.00 in twelve months after the date *the* thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, Benajah W. and Martha Ann

Hiatt to said Edward S. Brown, and secured by mortgage made and acknowledged May 29, 1860, by said Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz:
415 the east half of section 22, in township 9, of range 20.

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1st, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date executed by said James Bosley & Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County and State of Kansas, viz: the northwest quarter of section fourteen, (14.) in township eight, (8,) of range twenty-one, (21,) and the east
416 half of the northeast quarter of section fifteen, (15,) township 8, (8,) of range twenty-one, (21.)

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast fractional quarter of section 5, in township 8, of range 21.

Also, a bond for the payment of $500.00 in twelve months from the date thereof, with interest after date a' the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Tood to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30th, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real
417 estate in said county of Leavenworth and State of Kansas, viz: the northwest qu'rter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 12.

Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county Leavenworth and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22.

Also, a bond for the payment of $1,200.00 in twelve months from the date thereof, with interest after due at the rate of (20) twenty per cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May
418 28, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast quarter of section 12, in township 8, of range 21.

For reasons and causes in the said information mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said lot, and the rents and profits thereof, and the said bonds and mortgages, and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown, may be cited in general and special to answer the premises, and also due proceedings being had that the said lot, the rents and profits thereof, and the said bonds and *and* mortgages, and the estate, property, claim, credit, and rights thereto and therein belonging to the said Edward S. Brown, may, for the causes in the said information mentioned, be condemned, and the proceeds thereof dis-
419 tributed according to law:

You are therefore hereby commanded to attach the said lot, and the rents and profits thereof, and the said bonds and mortgages, and the estate, property, claims, credits, and rights thereto and therein belonging to the said Edward S. Brown, and to detain the same in your custody until the further order of the court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned as forfeited, and the proceeds thereof distributed according to the prayer of the said information, that they be and appear before the said court, to be held in and for the said district of Kansas on the 20th day of April, 1863, at 10 o'clock in the forenoon of that day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations in that behalf. And what you shall have done in the premises do you then and there make return thereof, together with this writ.

Witness the Honorable Archibald Williams, judge the said court, at Topeka, in the district of Kansas, this 28th day of March,
420 in the year of our Lord one thousand eight hundred and sixty-three, and of our Independence the 87th year.

[SEAL.] JOHN T. MORTON, *Clerk.*

And which said writ of monition was afterwards, to wit, at a term of said district court begun and held at Topeka, in said district, on Monday, the 13th day of April, A. D. 1863, and on the seventh judicial day of said term, the same being on the 20th day of April, A. D. 1863, returned into open court by the marshall of the United States for the said district of Kansas with the following endorsement of his doings thereon, that is to say:

Received the within warrant March 28, 1863. In obedience to the same, I have attached, arrested, and detained the following discribed lot, bonds, notes, & mortgages and credits, to wit:

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of twenty per cent.

per annum, made May 30, 1860, by James Bosley to said Edward S. Brown,
and secured by mortgage of same date, executed by said James Bos-
421 ley and Hannah M. Bosley to said Edward S. Brown, recorded in
the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty-one, (21,) and the east half of the northeast quarter of section fifteen, (15,) township eight, (8,) of range twenty-one, (21.)

Also, a bond for the payment of $600.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast fractional quarter of section 5, in township 8, of range 21.

Also, a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd & Mary P. Todd to
422 said Edward S. Brown, and secured by mortgage made May 29,
1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the northwest quarter of section 30, of township 9, of range 22.

Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22.

Also, a bond for the payment of $1,200.00 in twelve months from
423 the date thereof, with interest after due at the rate of twenty per
cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May 28th, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast quarter of section 12, in township 8, of range 21; lot twenty, (20,) in block fifteen (15,) in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same.

Also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26, 1860, by James M. Calvert to Edward S. Brown, and secured by mortgage made and acknowledged May 26th, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas,

May 26th, 1860, in book L, page 469, on the following real
424 estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township eight, (8,) of range (22) twenty-two.

Also, a bond for the payment of six hundred dollars ($600) in twelve months from the date thereof, with interest after maturity at the rate of (20) twenty per cent. per annum, executed May 24th, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24, 1860, and acknowledged May 25, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26th, 1860, in book L, page 470, in the office of the register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southwest quarter of section 27, in township 7, of range 20.

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward S.
425 Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth, County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township eight, (8,) of range 20.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and secured by mortgage made and acknowledged May 29, 1860, by said Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown,
426 recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21, within mentioned, and have cited and notified Samuel Kizer, James M. Calvert, Andrew Henson, Susannah Henson, William Sparks, Jemima Sparks, Benajah W. Hiatt, Martha Ann Hiatt, Samuel E. Edwards, Mary Ann Edwards, James Bosley, Hannah M. Bosley, Jackson B Crane, Mary Ann C. Crane, Marion Todd, Mary P. Todd, Robert L. Merchant, Mary Ann Merchant, Lawrence Kenedy, and Eliza Kenedy, and all other persons having or pretending to have any right, title, or interest therein, as by the said warrant I am commanded to do.

I also caused the annexed notice to be published for 14 days, from and after April 1, 1863, in the Leavenworth Weekly Bulletin, the newspaper published nighest the property herein described and seized; also caused copy of same to be posted upon court-house door in Topeka, April 1st, 1863.

Dated Leavenworth, this 14 day of April, A. D. 1863.

JAMES L. M'DOWELL,

Marshal of the United States for the District of Kansas.

427 *Notice.*

In the district court of the United States, district of Kansas, set:

Whereas an information has been filed in the district court of the United States for the district of Kansas, by Robert Crozier, esq., attorney of the United States for the said district of Kansas, who prosecutes for the United States, alleging that on the 25th day of September, A. D. 1862, one Edward S. Brown was the owner of lot twenty, (20,) in block fifteen, (15,) in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same;

Also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26th, 1860, by James M. Calvert to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10,) ten, in township (8,) eight, of range (22,) twenty-two;

428 Also, a bond for the payment of six hundred dollars (600) in twelve months from the date thereof, with interest after maturity at the rate of (20) twenty per cent. per annum, executed May 24th, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24, 1860, and acknowledged May 25, 1860, by said Andrew Henson, jr., & Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of the register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southwest quarter of section 27, in township 7, of range 20;

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following

429 real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township 8, of range 20;

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and secured by mortgage made and acknowledged May 29, 1860, by said Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20;

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest after maturity a' the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kan-

430 sas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, range 21;

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County, and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range (21,) twenty-one, and the east half of the northeast quarter of section fifteen, (15,) township eight, (8,) of range (21,) twenty-one;

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S.
431 Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said Leavenworth County, and State of Kansas, viz: the northeast fractional quarter of section 5, in township eight, (8,) of range 21;

Also, a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22;

Also, a bond for the payment of $300.00 in twelve months from
432 the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22;

Also, a bond for the payment of $1,200.00 in twelve months from the date thereof, with interest after due at the rate of twenty per cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage, made and acknowledged May 28, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth, and State of Kansas,
433 viz: the northeast quarter of section 12, in township 8, of range 21;

And hath not since said date transferred or conveyed away the same.

That the said Edward S. Brown, after the 17th day of July, A. D. 1862, acted as an officer of the army of the rebels in arms against the Government of the United States; that the said Edward S. Brown, after the

17th day of July A. D. 1862, and since the date of the pretended ordinance of the State of Virginia, took an oath of allegiance to and to support the constitution of the so-called Confederate States of America, and accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State; that the said Edward S. Brown, being the owner of property in the State of Kansas, the same being a loyal State, after the 17th day of July, A. D. 1862, did assist and give aid and comfort to the existing rebellion against the Government of the United States; that the said Edward S. Brown was on the 25th day of July, A. D. 1862, engaged in armed rebellion against the Government of the United States, and aiding and abetting such rebellion, and did not within sixty days after public warning and proclamation, duly given and made by the President of the United States on the 25th day of July, A. D. 1862, cease to aid, countenance, and abet such rebellion, and to return to his allegiance to the United States, whereby, and by force of the statute of the United States, the said lot and the rents and profits thereof,
434 and the said bonds and mortgages, and the estate, property, credits, and rights thereto and therein of the said Edward S. Brown are forfeited to the uses in said statute specified:

And p'aying that process in due form of law issue against the said lot and the rents and profits thereof, the said bonds and mortgages, and the estate, property, credits, and rights thereto and therein of the said Edward S. Brown, to enforce the forfeiture thereof, and to notify all persons in interest to appear and show cause why such forfeiture should not be decreed.

And whereas on the 28th day of March, A. D. 1863, a warrant of arrest issued from the office of the clerk of said court, under the seal thereof, directed to the marshal of the United States for said district, commanding him to seize, attach, and detain said lot and the rents and profits thereof, and the said bonds and mortgages, and the estate, property, credits, and rights thereto and therein of the said Edward S. Brown, which warrant has been executed by the said marshal by seizing and attaching said lot and the rents and profits thereof, and the said bonds and mortgages, and the estate, property, credits, and rights
435 thereto and therein of the said Edward S. Brown:

Public notice is therefore hereby given of the above-recited facts, and that the 20th day of April, A. D. 1863, is the time assigned for the return of said warrant, when (or on the next day of jurisdiction thereafter) and at the court-room of the district court of the United States for the district of Kansas, at Topeka, in said district, this cause will be heard, when and where all concerned in interest are notified to appear to show cause why such forfeitures should not be decreed.

JAMES L. McDOWELL,
U. S. Marshal for the District of Kansas.

And I also, on the 3d day of April, 1863, served personally on each of the above-named persons a copy of the annexed notice, except such parts thereof as described lands and mortgages not executed by them respectively.

JAMES L. McDOWELL,
Marshal of the United States for the District of Kansas.

And which said monition was then and there in words and figures further endorsed by the clerk of said court as follows, to wit: "Filed April 20, 1863. John T. Morton, clerk."

436 And afterwards, to wit, on the 20th day of April, A. D. 1863, the following interrogatories to and answer of William Sparks were filed in the office of the clerk of said court:

Interrogatories.

Interrogatories to be propounded to William Sparks, garnishee, on the libel or information of the United States against certain bonds and mortgages given by said garnishee and others to Edward S. Brown.

1st interrogatory. What is your name, place of residence, and occupation?

2d. Do you know the defendant Edward S. Brown, and how long have you known him, and where does he reside?

3d. Have you not in your hands or under your control some notes, drafts, or other bills recievable, or debts or choses in action, or credits belonging to said Edward S. Brown, or in which he is interested? State fully and particularly.

ROBERT CROZIER,
U. S. Attorney & Proctor for Libellant.

Answer.

Answers by garnishee to interrogater's, propounded to him in the above-entitled cause.

Answer of William Sparks, garnishee, to the interrogatories of the United States.

To the first interrogatory. My name is William Sparks. I reside in Leavenworth County, Kansas, and am a farmer.

To the 2nd. I have known the defendant about 3 years, during
437 which time, as I am informed and believe, the said defendant has resided and still does reside in the State of Virginia.

To the 3rd do. On the 23rd day of May, 1860, at the county of Leavenworth and State of Kansas, I executed and delivered a certain promising note for $720.00, due at twelve months from the date thereof, to Edward S. Brown, the defendant in this case; that at the same time and place I executed and delivered in conjunction with my wife, Jemima Sparks, a certain mortgage upon the following-discribed real estate in said Leavenworth County, viz: the northwest quarter of section thirty-four, in township 8, of range 20. Said mortgage was so executed and delivered to said Brown as collateral security for the payment of the promissory note aforesaid.

Said garnishee further states that when said note and mortgage became due and payable according to the terms thereof, that he was ready and willing to pay the same, and had it in his power to do so, and used every means in his power to pay said note, by writing to the place of residence, as he was informed, of said Brown, in the State of Vir-
438 ginia, and by inquiring of a number of persons in the city of Leavenworth and vicinity as to whether said Brown had an agent in this State who was authorized to receive said money from this garnishee & discharge said mortgage; that after due diligence on his part he was unable to find any agent or person to receive said money and discharge the said note & mortgage, & he is informed & believes that no agent does or has ever resided in this State who was so authorised to receive said money. The garnishee further states that the principal of said note and mortgage is still due and owing to said defendant Brown by this garnishee. He therefore asks of this court that he may be discharged from the payment of anyinterest upon said note since

the time the same became due and payable according to the terms thereof; and further he states that he is now and ever has been a good and loyal citizen of the United States; & further he saith not.

WILLIAM SPARKS.

Subscribed and sworn to before me this 18 day of April, A. D. 1863.

JOHN T. MORTON, *Clerk.*

Said answer is endorsed as follows, to wit:

Filed April 20, 1863. John T. Morton, clerk.

439 And on the said 20th day of April, 1863, there was filed in the office of the clerk of said court the answer of Jackson B. Crane herein, in words and figures as follows, to wit:

District court of the United States, district of Kansas.

THE UNITED STATES *vs.* LOT 20, BLOCK 15, IN THE CITY OF LEAVENWORTH, and certain bonds and mortgages. } Answer.

Answer of Jackson B. and Sarah Ann Crane.

Jackson B. Crane, for answer to the information filed in the above cause, states that on the 31st day of May, A. D. 1860, at the county of Leavenworth & State of Kansas, he executed and delivered a certain promissory note for the sum of $600.00, due at twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, to Edward S. Brown, the defendant in this cause; that at the same time and place he executed and delivered, in conjunction with his wife, Sarah Ann C. Crane, a certain mortgage upon the following-described real estate in said Leavenworth County, viz: the northeast fractional quarter of section No. 5, in township No. 8, of range No. 21; that said mortgage was so executed and delivered to said Brown as collateral security for the payment of the promissory note aforesaid.

440 Said affiant further avers and states, that when said note and mortgage became due and payable according to the terms thereof that he was ready and willing to pay the same, and had the said amount of $600 in his possession, and used every means in his power to pay the said note, by writing several letters to the place of residence of the said Brown, in the State of Virginia, and by enquiring of a number of persons in the city of Leavenworth and vicinity as to whether said Brown had an agent in this State who was authorized to receive said money from this affiant and discharge said mortgage. Affiant further states that he retained said $600.00, the amt. of said note, in his possession for over twelve months, ready and anxious at all times to pay said note and mortgage and have the same discharged; that, after due diligence on his part, he was unable to find any agent or person who was authorised to or would receive said money and discharge the said note and mortgage, and he states that he is informed that and believes that no agent does or has ever resided in this State who was so authorized to receive said money as aforesaid. This affiant further states that

441 the principal of said note and mortgage is still due and owing to said defendant Brown by this affiant.

He therefore asks of this honorable court that he may be discharged

from the payment of any and all interest upon said note and mortgage since the time the same became due and payable according to the terms thereof; and further he states that he is now and ever has been a good and loyal citizen of the United States; and further saith not.

JACKSON B. CRANE.

Subscribed and sworn to before me this 20th day of April, A. D. 186'.

JOHN T. MORTON, *Clerk.*

Said answer is endorsed: Filed April 20, 1863. John T. Morton, clerk.

And on the 21st day of April, 1863, there was filed in the said clerk's office the answer of Lawrence Kenedy herein, in words and figures as follows, to wit:

District court of the United States, district of Kansas.

THE UNITED STATES
vs.
LOT 20, IN BLOCK 15, IN THE CITY OF LEAVENWORTH, and certain bonds and mortgages. } Answer.

Answer of Lawrence Kenedy and Eliza Kenedy.

Lawrence Kenedy, for answer to the information filed in the above cause, states that on the 28 day of May, A. D. 1860, at the county of Leavenworth and State of Kansas, he executed and delivered a certain promissory note for the sum of $1,200, due at twelve months after the date, with interest after maturity at the rate of 20 per cent. per
442 annum, to Edward S. Brown, the defendant in this cause; that at the same time and place he executed and delivered, in conjunction with his wife, Eliza Kenedy, a certain mortgage upon the following described real estate in said Leavenworth County, viz: the northeast quarter of section 12, in township 8, range 21; that said mortgage was so executed and delivered to said Brown as collateral security for the payment of the promissory note aforesaid.

Said affiant further avers and states that when said note and mortgage became due and payable according to the terms thereof, that he was ready and willing to pay the same, and had it in his power to do so, and used every means in his power to pay said note, by causing several letters to be written to the place of residence of said Brown in the State of Virginia, and by enquiring of a number of persons in the city of Leavenworth and vicinity as to whether said Brown had a' agent in this State who was authorized to receive said money from this affiant & discharge said mortgage. Affiant further states that he was ready and anxious at all times to pay said note and mortgage and have the same discharged; that after due diligence on his part he was
443 unable to find any agent or person who was authorized or would receive said money and discharge the said note and mortgage, and he states that he is informed and believes that no agent does or has ever resided in this State who was so authorized to receive said money as aforesaid.

This affiant further states that the principal of said note and mortgage is still due and owing to said Brown by this affiant; he therefore asks of this hon. court that he may be discharged from the payment of any and all interest upon said note and mortgage since the time the

same became due and payable according to the terms thereof; and further, he states that he is and ever has been a loyal citizen of the United States; and further saith not.

LAWRENCE KENEDY.

Subscribed and sworn to before me this 21st day of April, 1863.
JOHN T. MORTON, *Clerk.*

Said answer being endorsed in words and figures as follows, to wit: Filed April 21, 1863. John T. Morton, clerk.

And on the 21st day of April, 1863, there was filed in the office of the clerk of said court the answer of Andrew Henson, jr., in this cause, in words and figures as follows, to wit:

District court of the United States, district of Kansas.

THE UNITED STATES
vs.
444 LOT 20, IN BLOCK 15, IN THE CITY OF Leavenworth, and certain bonds and mortgages. } Answer of A. Henson.

Answer of Andrew Henson jr., & Susannah Henson.

Andrew Henson, jr., for answer the information filed in the above cause, states that, on the 24th day of May, 1860, at the county of Leavenworth and State of Kansas, he executed and delivered a certain promissory note for the sum of $600.00, due at twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, to Edward S. Brown, the defendant in this cause; that at the same time and place he executed and delivered, in conjunction with his wife, Susannah Henson, a certain mortgage upon the following described real estate in said Leavenworth County, viz: the southwest quarter of section 27, township 7, range 20; that the said mortgage was executed and delivered to said Brown as collateral security for the payment of the promissory note aforesaid. Said affiant further avers and states that when said note and mortgage became due and payable according to *to* terms thereof, that he was ready and willing to pay the same, and had the said amount of $600.00 in his possession, and used every
445 means in his power to pay said note, by writing several letters to the place of residence of the said Brown, in the State of Virginia, and by enquiring of a number of persons in the city of Leavenworth and Atchison and vicinity as to whether said Brown had an agent in this State who was authorized to receive said money from this affiant and discharge said mortgage.

Affiant further states that he retained said $600.00, the amount of said note, in his possession for over three months, ready and anxious at all times to pay said note and mortgage and have the same discharged; that, after due diligence on his part, he was unable to find any agent or person who was authorized or would receive said money and discharge the said note and mortgage; and he states that he is informed and believes that no agent does or ever has resided in this State who was so authorized to receive said money as aforesaid. This affiant further states that the principal of said note and mortgage is still due and owing to said defendant Brown by this affiant.

He therefore asks of this hon. court that he may be discharged from the payment of any and all interest upon said note & mortgage
446 since the time the same became due and payable according to the terms thereof; and further, he states that he is now and ever has been a good and loyal citizen of the United States; and further, that he has been a soldier in the U. S. Army, 13th Regt. Kan. Vol., for about 6 months past, until he was honorably discharged, a few days since, on account of disease partial'y contracted while in the service aforesaid, which renders him incapable of performing severe manual labor in future; and further saith not.

ANDREW HENSON, JUNIOR.

Subscribed and sworn to before me this 21 day of April, 1863.

JOHN T. MORTON, *Clerk.*

Which said answer is endorsed in words and figures as follows, to wit: Filed April 21, 1863. John T. Morton, clerk.

And on the said 21st day of April, A. D. 1863, there was filed in the office of said clerk the claim and answer of Clinton Cockrill herein, in words and figures as follows, that is to say:

Claim & answer.

District court of the United States of America, district of Kansas.

To the Hon. Archi*bal*bald Williams, judge of the district court of the United States for the district of Kansas:

The claim, answer, and intervention of Clinton Cockrill, of
447 Platte County Missouri, owner and claimant of a lien on and against lot number twenty, of block number fifteen, of the original plat of the city of Leavenworth, in the district aforesaid, for $1,250, with interest thereon at the rate of 25 per cent. per annum from the third day of December, A. D. 1859, by Rees & Wheat, his proctors, to so much of the information of Robert Crozier, esq., in behalf of the United States against said lot and other property as is against said lot and the rents and profits thereof.

And now comes said Clinton Cockrill, the owner and claimant of the aforesaid lien on and against lot number twenty, and for answer to the said information of said Robert Crozier, esq., in behalf of the United States against said lot, the said Cockrill, claimant and respondent herein, now and at all times hereafter saving and reserving unto himself all and all manner of benefit or advantage of exceptions, demurrer, or otherwise, that are or may be had or taken to the many errors, uncertainties, and imperfections in the said information contained, for answer thereto, or to so much thereof as said claimant is advised it is material or necessary for him to make answer to, answering, intervening, and claiming, does allege and propound and say as follows, to wit:

448 First. That the said Clinton Cockrill is the true and bona fide owner and holder of the said lien for $1,250 and interest aforesaid, and of the first promissory note hereinafter described, and is entitled to the money due thereon; and that no other person is the owner thereof, or of any part or portion thereof.

Second. That this respondent has heard, and believes it to be true, that James L. M'Dowell, the marshal*l* of the United States for the said district, did seize the aforesaid lot and the rents and profits thereof.

Third. That as to the matters contained in the cause numbered first of said information in relation to said lot No. 20, in said block No. 15, of said original plat of said city of Leavenworth, the same is in great part falsely and untruly alleged and pleaded, for the truth and fact was and is as follows, to wit: Some time in or about the month of February, A. D. 1857, at Fort Leavenworth, at the sale thereof by the Government of the United States, under and by virtue of a treaty between said Government and the Delaware tribe of Indians, one Andrew T. Kyle purchased said lot No. twenty, and
449 thereby became the owner thereof in fee; and that afterwards, to wit, on the 29th day of July, A. D. 1857, said Kyle sold and by his deed conveyed said lot No. twenty to one George W. Perkins, whereby said Perkins became the owner thereof in fee; and that afterwards, to wit, on the 29th day of November, A. D. 1858, at said county of Leavenworth, said George W. Perkins and Thomas Ewing, jr., and Hampton B. Denman, the said Ewing and Denman as sureties of and for said Perkins, made their certain promissory note in writing, of that date, and then and there delivered the same to said Clinton Cockrill, & thereby for value received promised to pay, twelve months after the date thereof, which period has elapsed, to the order of said Cockrill, the sum of twelve hundred and fifty dollars, with interest thereon from the maturity thereof at the rate of twenty-five per cent. per annum, and that the said George W. Perkins then and there, on said 29th day of November, 1858, in order to secure the payment of said promissory note and the sum of money therein specified, by his deed of that date conveyed the said lot No. twenty to said Denman, as trustee, in trust for the use and
450 benefit of said Cockrill, which said deed had a certain condition thereunder written, whereby it was and is provided that if said note should be well and truly paid, according to the terms and effect thereof, when the same became due and payable, that then said deed should be void, otherwise that it should remain in full force; and that said Perkins then and there duly acknowledged the execution of the said deed, and that the same was his act and deed, to and before William Perry, then a notary public in and for said county, which said notary public then and there wrote and put and affixed on said deed a good and sufficient certificate of the acknowledgment aforesaid, and that said deed and certificate was afterwards, and on said 29th day of November, A. D. 1858, duly left, filed, and deposited for record with and in the office of the register of deeds in and for said county of Leavenworth, and duly recorded on pages 26 & 27 of book H of the records thereof. (A copy of each of said note, deed, and certificate is herewith filed, hereto attached, marked "A," and respectively made part hereof.) And said Cockrill avers that said note has not been paid nor has said
451 sum of money nor any part thereof been paid to him, but he is still the owner and holder of said note; and that heretofore, to wit, on the 28th day of November, A. D. 1862, at said county, he, said Cockrill, commenced a civil action on said note and deed against said Perkins and Denman and said Edward S. Brown, in the district court of the first judicial district of the State of Kansas, sitting in said county of Leavenworth, for the purpose of procuring a sale of said lot number twenty, under and by virtue of an order and judgment of the last-mentioned court, for the collection and satisfaction of the amount of money due said Cockrill on said note, and for the further purpose of barring & foreclosing said Perkins, Denman, and Brown of and from all and any right or equity of redemption and other right whatever of, in, or to said lot No. 20 from and after such sale thereof; that said Cockrill is plaint-

iff and that said Perkins, Denman, and Brown are the defendants in and to the said last-mentioned suit, which is still pending and undetermined in said last-mentioned court, and that said Edward S.
452 Brown, who is mentioned in said information, has not any right title, or interest on, in, or to said lot num'er twenty, other and only as follows, to wit; and the said Cockrill admits and avers that on 9th day of April, A. D. 1858, at said county, the said Perkins pretended to make his certain pretended deed of that date, and thereby pretended to convey said lot No. twenty to one Benajah W. Hiatt in order to secure the payment of a certain pretended note therein discribed, which said last-mentioned pretended deed was and is subject to certain condition thereunder written, whereby it was and is provided that if the said Perkins should pay or cause to be paid to said Hiatt, within one year from the date of said pretended deed, a certain note under seal executed by the said Perkins to the said Hiatt, for the sum of four hundred and seventy-five dollars and interest, bearing date 23rd day of February, 1857, then the said pretended deed to be void, otherwise of full force and effect; and that the said Perkins did not and has not in fact acknowledged the said pretended deed to be his act and deed or the execution thereof before any officer other than on the said 9th day April, 1858, to and before William Perry as
453 clerk of the board of county commissioners in and for said county of Leavenworth, and that said Perry did not certify, and has not in any manner certified such acknowledgement, otherwise than as such clerk of said board, under his hand and the seal of said board; and that said last-mentioned pretended deed was afterwards, to wit, on the —— day of April, 1868, filed for record with and in the office of the recorder of deeds in and for said county, and that said Hiatt commenced suit on said pretended note and said pretended deed on the 3rd day of May, 1859, in the then district court of the first judicial district of the then Territory of Kansas, sitting in and for the said county, against said Perkins, and obtained judgement thereon for the sale of said lot numbered twenty for the satisfaction of the judgment therein rendered, and that by virtue of said judgment said lot has been pretended to be sold and conveyed to said Brown, who, before that was done, became the assignee, as said Cockrill is informed, of said judgment; and said Cockrill avers that he did not, nor did Denman, know, nor did he or said Denman have actual notice of said pretended deed before
454 nor at the time when the first above-mentioned note and deed were made and executed, nor before nor at the time when the said first above-mentioned deed was filed for record and recorded in the office of said register of deeds as aforesaid, nor did said Cockrill or Denman either of them have any notice whatever of said pretended deed until long after that time, except such notice, if any, as the law construes them to have had by reason of the matters aforesaid, and that said Cockrill loaned, paid, and delivered to said Perkins $1,000.00 at the time said first above-mentioned note and deed were so made and executed, as the consideration for which the same was made and executed, and that said Cockrill was not a party in or to said suit of said Hiatt against said Perkins.

Fourth. And as to the matters in the cause numbered second of said information, this defendant knows nothing.

Fifth. And as to the matters in the cause numbered third in said information, this defendant knows nothing.

Sixth. And as to the matters in the cause numbered fourth of said information, this respondent admits and avers that said State of Kansas

is and always has been a loyal State since it was admitted into
455 the Union, and further he knows nothing as to the remainder of said matters.

Seventh. And as to the matters in the cause numbered fifth of said information, this respondent knows nothing except that he claims that by reason of the matters aver'ed in the third division or part of this claim and answer, said lot number twenty has not become forfeited as therein averred, nor has the rents and profits thereof, except such as said Brown is or may be entitled to, if any such there be; and as to that this respondent knows nothing further than what he has above admitted.

Eighth. And as to the matters in the cause numbered sixth of said information, this respondent denies that all and singular the premises therein mentioned are true, but only desires to have this denial considered in relation to said lot, and that only as to the matters above mentioned.

Ninth. That all and singular the premises are true.

Wherefore the said Clinton Cockrill, claimant, intervenor, and respondent herein, prays that said lot number twenty, in said block numbered fifteen, of the original plat of said city of Leavenworth, be
456 discharged from this proceeding, and that the proceeding herein in behalf of the United States be not further proceeded in until after the termination of the suit first aforesaid as against said lot, and that said information as to the said lot be quashed and dismissed, and that said lot be held and adjudged not to be the property of said Brown, and that said Cockrill be held and adjudged to have a prior and first lien on and against said lot, and the proceeds, rents, and profits thereof, for the satisfaction of the amount due him on said note, the said sum of $1,250.00, with interest thereon at the rate of twenty-five per cent. per annum from the third day of December, A. D. 1859, and that said Cockrill be first paid that sum and interest out of whatever said lot shall or may be sold for in this cause, if the same is herein sold, and that said Cockrill's costs herein be adjudged to him, and that said lot be not forfeited, &c.

CLINTON COCKRILL,
Claimant and Intervener.
REES & WHEAT,
Proctors.

DISTRICT AND STATE OF KANSAS,
Leavenworth, Kansas, ss:

The undersigned, Clinton Cockrill, being first duly sworn, de-
457 pose' and say' that the matters, allegations, and averments contained in the above and foregoing claim, intervention, and answer are true in substance and in fact.

CLINTON COCKRILL.

Sworn to and subscribed before me this 17 day of April, 1863.
[SEAL.] A. F. CALLAHAN,
United States Commissioner, District of Kansas.

For a copy of note and deed, see claim on file.

Which said answer is in words and figures as follows, to wit: Filed April 21, 1863. John T. Morton, clerk.

And on the 23rd day of April, A. D. 1863, there was filed in the office of the clerk of said court the motion of James Bosley herein, in words and figures as follows, that is to say:

Motion of Jas. Bosley.

District court of the United States of America, district of Kansas, *ss:*

To the Hon. Archibald Williams, judge of the district court of the United States for the district of Kansas:

And now comes James Bosley, and moves the court and judge thereof to quash, vacate, and set aside the warrant served on James Bosley and Hannah M. Bosley for the seizeure of the bond of $840, and interest thereon, described in the information of Robert Crozier in be-
458 half of the United States against certain property as being that of Edward S. Brown, as having been made by James Bosley to Edward S. Brown, and to vacate, quash, and set aside the return of the marshal thereon, for the following reasons, to wit:

1st. Because the same is not authorised to be made or issued by any law or rule of court.

2d. Because the same is not in the form required for the purpose of garnisheeing debtors of defendants.

3rd. Because the same was illegally and improperly issued.

4th. Because the information does not contain allegations sufficient to authorize the issuing of said warrant.

5th. As to the return, because the same does not show when or where the same was executed.

GREEN & WHEAT,
Proctors for James Bosley.

Which said motion is in words and figures endorsed as follows, to wit: Filed April 23d, 1863. John T. Morton, clerk.

And afterwards, to wit, at a term of said court begun and held at Topeka, in said district, on Monday, the 13th day of June, A. D. 1863, the following proceedings were had in said cause, to wit:

FRIDAY, *April* 24, *A. D.* 1860.

THE UNITED STATES OF AMERICA
vs.
LOT 20, IN BLOCK 15, IN LEAVENWORTH CITY, and certain bonds and mortgages.

459 And now comes James Bosley, and, by L. B. Wheat, esq., his counsel, files his motion to vacate, quash, and set aside the warrant in this cause issued by Robert Crozier, esq., U. S. attorney, and served upon the said James Bosley and Hannah M. Bosley by the United States marshal; which motion, being argued, is overruled by the court.

And on the said 24th day of April, 1863, there was filed in the said clerk's office the motion to quash, vacate, and the monition, citation, and warrant herein, by said James Bosley; which said motion is in words and figures as follows, to wit:

District court of the United States of America, district of Kansas, *ss:*

To the Hon. Archibald Williams, judge of the district court of the United States for the said district:

And now comes James Bosley, and moves the court to quash, vacate, and set aside and hold for nought the monition, warrant, and citation, the

process issued by the clerk of said court in the cause of seizure prosecuted herein against certain property as belonging to Edward S.
460 Brown, and so far and so much thereof as relates to said Bosley or the bond therein mentioned, as having been made by the said Bosley, and for time to answer in said cause until said Bosley shall be served with a motion to appear in court and answer herein as garnishee, and that said bond or the supposed indebtedness thereby promised to be paid be not condemned until after such notice is served on said Bosley, and that this said cause as to said bond and the supposed indebtedness aforesaid and as to the said Bosley be continued until such notice is served on or left with said Bosley, and that said Bosley be discharged from the proceedings herein until such notice is served or left with said Bosley, for the following reasons, to wit:

1st. Because the information in said cause is not sufficient to authorize the issuing of said process against said bond or indebtedness vs. said Bosley.

2nd. Because the said process is not sufficient to authorize or require the serving of such notice on or leaving the same with said Bosley to appear and answer herein as a supposed debtor.

3rd. Because said marshal has not notified said Bosley, nor has he been otherwise notified, to appear and answer herein as garnishee.

461 4th. Because there has not sufficient process or proceedings been had, issued, or served herein, on or against said bond or supposed indebtedness or said Bosley, or any supposed interest of said Edward S. Brown in or to either said bond or supposed indebtedness, to either authorize or require said Bosley to appear and answer herein as garnishee.

GREEN AND WHEAT,
Proctors for James Bosley.

And which said motion so filed was in words and figures endorsed as follows, that is to say: Filed April 24th, 1863. J. T. Morton, clerk.

And afterwards, to wit, at the term aforesaid, of the court aforesaid, and on the 24th day of April, A. D. 1863, it was ordered by the court, on motion of Robert Crozier, esq., United States district attorney, that the said libellants have leave to amend their information herein.

And on the same day, by leave of the court first had and obtained, there was filed in the office of the clerk of the said court the claim of Augustus M. Sawyer herein, in words and figures as follows, to wit:

District court of the United States of America, district of Kansas.

462 To the Hon. Archibald Williams, judge of the district court of the United States for the district of Kansas:

The answer and claim of Augustus M. Sawyer, owner and claimant of lot 20, in block 15, in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, & the rents and profits of the same.

And now comes the said Augustus M. Sawyer, of Leavenworth City, Kansas, owner and claimant of said lot 20, block 15, in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same, and for answer and claim to the information of

Robert Crozier, esq., in behalf of the United States of America, exhibited in said court against said lot 20, in block 15, in the original plat of the said city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits thereof, and against other property therein set forth, doth allege and propound as follows, to wit:

463 First. That he, the said Augustus M. Sawyer, is the true and bona-fide owner of the said lot 20, in block 15, in the original plat of the city of Leavenworth, county of Leavenworth, & State of Kansas, & the appurtenances there'nto belonging, & the rents and profits of the same, & that no other person is the owner thereof.

Second. That, as to the alleged seizeure of the said lot and the rents and profits thereof by James L. M. Dowell, esq., marshal of the United States for said district of Kansas, and as to his custody thereof, this respondent doth allege and propound the fact to be that the said James L. M'Dowell, esq., marshal as aforesaid, *that* on the day of March, 1863, delivered to one Samuel Kiser, who occupies said property as the tenant of this respondent, a paper purporting to be a copy of an original writ, which paper is hereto attached, marked "Exhibit A," and this respondant furthur saith that the said Samuel Kiser is now occupying said property as the tenant of this respondent.

Third. That, as to the matters contained in the first cause of forfeiture as set forth in said information, so far as it in any way relates to said

464 lot, the same are falsely and untruly alleged and pleaded, for the truth and fact was and is, and the respondent doth allege and propound, that said lot, situate as aforesaid, was under the laws of the State of Kansas subject to taxation for the year 1858, and that the taxes were assessed upon said lot for the year A. D. 1858; that they remained due and unpaid at the date of the sale hereinafter named, and that the treasurer of said county did, on the 20th day of September, A. D. 1859, by virtue of the authority in him vested by law, at an adjourned sale of the sale commenced on the 2d Tuesday of September, A. D. 1859, expose to public sale, at the county seat of said county, in substantial conformity to all the requisitions of the statute in such case made and provided, the said property above described, for the payment of the taxes interest then due and remaining unpaid on the said property, and that, at the time and place aforesaid, no person bid the amount of the tax-penalty & charges due on the said land, and that the said land was bid off by the county treasurer for the county of Leavenworth for the sum of $12.37, it being the amount of taxes, interest, & costs then due and remaining unpaid on said

465 property for the year 1858; that the subsequent taxes for the year 1859 & 1860 remained due and unpaid, & that three years elapsed after the date of said sale, and that said property was not redeemed as provided by the law of the said State; and this respondent doth further allege & propound that on the 15 day of December, 1862, by deed of that date, August Gates, county clerk of the county aforesaid, for and in consideration of the sum of $12.37, taxes and costs due on the said lands for the year 1858 remain'g due and unpaid, and by virtue of the statute in such case made and provided, did grant, bargain, and sell unto the board of county commissioners of Leavenworth County, & their lawful successors in office, the real property above discribed, to have and to hold unto the said board of county commissioners, and their lawful suc'essors in office, and their assigns forever, subject, however, to all rights of redemption as provided by law, which said deed was by the said Augustus Gates, clerk as aforesaid, on the 14th day of January, 1863, duly acknowledged and recorded in the office of the register of deeds of said county

466 on the 30th day of January, A. D. 1863, in book W for recording tax-deeds, a copy of which deed, with attestation, acknowledgment, and certificate is hereto annexed, marked "Exhibit ," and made part of this answer; and this respondent doth further allege and propound that afterwards, on the 17th day of Feb'uary, 1863, the said board of commissioners of the county aforesaid did, by their deed of that date, for and in consideration of the sum of $74.38, paid by this respondent, convey & quit-claim unto this respondent, and unto his heirs and assigns forever, the above-described real estate, to have and to hold the *the* same, together with the appurtenances, unto this respondent, and unto heirs and assigns forever, which deed was duly executed by the chairman of said board of county commissioners, and by him duly acknowledged, on the said 17th day of Feb'uary, 1863, and recorded in the office of the register of deeds of said county on the 18th day of Feb'uary, 1863, in book T, page 629; a copy of which deed, with the acknowl-
467 edgment, attestation, and certificate of registration, is hereto annexed, marked "Exhibit C," and made part of this answer.

Fourth. And this respondent doth further allege and propound, that as to the second causes of forfeiture contained in said information this respondent has no knowledge.

Fifth. And this respondant doth further allege and propound, that as to the third cause of forfeiture contained in said information this respondent has no knowledge.

Sixth. And this respondent doth further allege and propound, that as to the matters contained in the fourth cause of forfeiture in said information, that it is true that the State of Kansas has been a loyal State; and that as to the other matters and things stated therein he has no knowledge.

Seventh. And this respondent doth further allege and propound, that as to the matters and things contained in the fifth cause of forfeiture set forth in said information it is not true that said lot 20 in block 15, and the rents and profits thereof, became forfeited for the reasons
468 set forth in the 3rd article of this answer; and that as to the other matters this respondent has no knowledge.

Eighth. And this respondent doth further allege and propound, that as to the matters contained in the sixth article of said complaint, so far as they relate to said lot, are not true.

Ninth. And this respondent doth further allege and propound, that all and singular the premises are true.

Wherefore the respondant prays that this honorable court will pronounce against the demand of the said informant in his said information mentioned and set forth, so far as the same relates to the said lot, rents, and profits, and otherwise right and justice to administer in the premises; and further, to pronounce and decree the said lot and the appurtenances thereto belonging, and the rents and profits of the same, to be the property of this respondent.

E. F. HAVENS, *Proctor.*
A. M. SAWYER,
Owner and Claimant.

THE STATE OF KANSAS,
Leavenworth County, ss:

Augustus M. Sawyer, being by me duly sworn, deposeth and saith that the matters and things stated in the above answer are true in
469 substance and in fact.

AUGUSTUS M. SAWYER.

Subscribed in my presence and sworn to before me this 18th day of April, A. D. 1863.

A. F. CALLAHAN, [SEAL.]
United States Commissioner, District of Kansas.

(For exhibits, see paper on file.)

Which said claim and answer so filed is in words and figures endorsed as follows, to wit: Filed Arpil 25th, 1863. John T. Morton, clerk.

And on the 29th day of April, 1863, there was filed in the office of the clerk of said court the motion of Marion Todd herein, in words and figures as follows, to wit:

Motion.

District court of the United States, district of Kansas.

To the Hon. Archibald Williams, judge of the district court of the United States for said district.

And now comes Marion Todd for the purposes of the following motions only, and moves the court to quash and set aside the warrant of seizure issued by Robert Crozier, attorney of the United States for said district, in behalf of said United States against that certain supposed bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum,
470 executed May 29, 1860, by Marion Todd and Mary P. Todd, and to quash and set aside the monition, warrant, and citation, the process issued by the clerk of said court for the arrest, seizure, and detention of said supposed bond and other property in the cause of seizure and condemnation prosecuted in said court against said bond and other property, and each of them, the processes above mentioned, so far as they relate to said bond, and to discharge said Marion Todd from the pr'ceedings herein, for the following reasons, to wit:

1st. Because said warrants were not, nor was either of them, issued upon probable cause supported by oath or affirmation.

2d. Because the said Edward S. Brown has not been held to answer for the supposed causes of condemnation set forth in the information in said causes, or any of them, on a presentment or indictment of a grand jury.

3rd. Because said information is not sufficient to give said court jurisdiction of said cause.

4th. Because the statute in said information mentioned is a bill of
471 attainder, and therefore unconstitutional, null, and void.

5th. Because the proceedings herein are contrary to the Constitution of the United States of America, and therefore null and void.

6th. Because power to confiscate the said bond or any of the property discribed in said information is not delegated to the United States by the Constitution of the United States of America, nor prohibited by it to the States.

7th. Because power to confiscate the said bonds or any of the property discribed in said information, either absolutely or during life, is not delegated to the United States by the Constitution of the United States of America, nor prohibited by it to the States otherwise than and after conviction for treason against the United States in a proper court having jurisdiction to try a case for treason.

8th. Because power to confiscate the said bonds or any of the property described in said information, either absolutely or during any life, for any of the supposed causes therefor in said information set forth, is not delegated to the United States by the Constitution of the United States of America, nor prohibited by it to the States.

472 9th. Because the said supposed causes of forfeiture in said information mentioned do not show any act of treason against the United States.

10th. Because said United States seek to take private property, said bond and the other property, by this proceeding for public use without making or giving just compensation therefor.

11th. Because said supposed causes of forfeiture are not made any crime or offence against said United States.

12th. Because Congress has not the right or power to authorize in any manner the President of the United to cause the seizure of said bond or any of said property for any of the said supposed causes of forfeiture.

13th. Because said warrants and process are, and each of them is, otherwise informal and insufficient.

GREEN & WHEAT,
Proctors for Marion Todd.

Which said motion is endorsed in words and figures as follows, that is to say: Filed April 29th, 1863. John T. Morton, clerk.

And thereupon, to wit, at the term aforesaid of the court aforesaid, and on the 29th day of April, A. D. 1863, the following proceed-
473 ings were had in said cause, that is to say:

Information.

WEDNESDAY, *April* 29, A. D. 1863.

THE UNITED STATES OF AMERICA
vs.
LOT 20, IN BLOCK 15, IN LEAVENWORTH CITY, and certain bonds and mortgages. } No. 140.

And now comes Marion Todd, obligor in one of the bonds herein, and by Mr. Wheat, his proctor, moves to quash the order of seizure in regard to said bond issued by the U. S. attorney, and files his written motion therefor, which being argued by counsel, before the arguement is concluded the court adjourned.

And afterwards, to wit, at the term aforesaid of the court aforesaid, on the 4th day of May, 1860, the following further proceedings were had in said cause, to wit:

MONDAY, *May* 4, *A. D.* 1863.

THE UNITED STATES OF AMERICA
vs.
LOT 20 IN BLOCK 15, IN LEAVENWORTH CITY, and certain bonds and mortgages. } No. 140.

Now comes as well the United States of America, by Robert
474 Crozier, esq., United States district attorney, as Marion Todd, obligor in one of the bonds herein, by Mr. Wheat, his proctor, and

the motion of the said Marion Todd to quash the order of seizure issued in regard to the said bond by the U. S. attorney being further argued by counsel is overruled by the court, to the overruling of which said motion the said Marion Todd, by Mr. Wheat, his proctor, excepts, which exception is by order of the court entered of record.

And on the 29th day of April, A. D. 1863, being at the term aforesaid of the court aforesaid, and in open court, Robert Crozier, esq., U. S. district attorney, came into open court and filed in this cause his amended libel of information in words and figures as follows, that is to say:

Amended information.

District court of the United States of America, district of Kansas.

INFORMATION.

To the judge of the district court of the United States for the district of Kansas:

Robert Crozier, attorney of the United States for the said district of Kansas, who prosecutes for the United States, exhibits this his information against lot twenty, (20,) in block fifteen, (15,) in the original
475 plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same; also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26th, 1860, by James M. Calvert to Edward S. Brown, and secured by mortgage, made and acknowledged May 26th, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz, the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two.

Also, a bond for the payment of six hundred dollars ($600) in twelve months from the date thereof, with interest after maturity at the rate of twenty (20) per cent. per annum, executed May 24th, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mort-
476 gage made May 24th, 1860, and acknowledged May 25th, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of the register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz, the southwest quarter of section 27, in township 7, of range 20.

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28th, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28th, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz, the northwest quarter of section 34, in township 8, of range 20.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29th, 1860, by Benajah W. and Martha
477 Ann Hiatt to said Edward S. Brown, and secured by mortgage

made and acknowledged May 29th, 1860, by said Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29th, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz, the east half of section 22, in township 9, of range 20.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1st, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date executed by said Samuel Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz, the southwest quarter of section 26, in township 7, of range 21.

Also, a bond for the payment of $840.00 in twelve months after
478 the date thereof, with interest after maturity at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said county of Leavenworth and State of Kansas, viz, the northwest quarter of section (14) fourteen, in township eight, (8,) of range twenty-one, (21,) and the east half of the northeast quarter of section fifteen, (15,) township eight, (8,) of range twenty-one, (21.)

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 1st, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county
of Leavenworth, and State of Kansas, viz, the northeast frac-
479 tional quarter of section 5, in township 8, of range 21.

Also, a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29th, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29th, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth and State of Kansas, viz, the northeast quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22.

Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31st, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown;
recorded May 31st, 1860, in the office of the register of deeds of
480 Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth and State of Kansas, viz, the south half of the southwest quarter of section 33, in township 7, of range 22.

Also, a bond for the payment of $1,200.00 in twelve months from the

date thereof, with interest after due at the rate of 20 per cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May 28th, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28th in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz, the northeast quarter of section 12, in township 8, of range 21, and against all persons lawfuliy intervening for their interest therein.

And thereupon the said Robert Crozier doth allege, articulate, propound, and give the said judge to understand that on the twenty-fifth day of March, in the year one thousand eight hundred and sixty-three, at the county of Leavenworth, in the district of Kansas aforesaid,
481 on land, James L. McDowell, esq., marshal of the United States for said district of Kansas, did seize the aforesaid lot and the rents and profits thereof, and the said bonds and the estate, property, claim, credits, and rights thereto and therein belonging to the said Edward S. Brown, and now holds the same in his custody within the district of Kansas aforesaid, as forfeited to the said United States for the causes hereinafter stated, to wit:

First. For that, on the twenty-fifth day of September, in the year one thousand eight hundred and sixty-two, one Edward S. Brown was the owner of said lot, and the rents and profits thereof, and of the said bonds, mortgages, and credits, and hath not since said twenty-fifth day of September, one thousand eight hundred and sixty-two, transferred or conveyed away the same.

Second. For that the said Edward S. Brown, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, acted as an officer of the army of the rebels in arms against the Government of the United States.

Third. For that the said Edward S. Brown, after the seven-
482 teenth day of July, in the year one thousand eight hundred and sixty-two, and since the date of the pretended ordinance of secession of the State of Virginia, took an oath of allegiance to, and to support the constitution of the so-called Confederate States of America, and accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State.

Fourth. For that the said Edward S. Brown, being the owner of property in the State of Kansas, the same being a loyal State, after the seventeenth day of July, in the year one thousand eight hundred and sixty-two, did assist and give aid and comfort to the existing rebellion against the Government of the United States.

Fifth. For that the said Edward S. Brown was, on the twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, engaged in armed rebellion against the government of the United States, and in aiding and abetting such rebellion, and did not, within sixty days after pub-
483 lic warning and proclamation duly given and made by the President of the United States, on the twenty-fifth day of July, in the year one thousand eight hundred an' sixty-two, cease to aid, countenance, and abet such rebellion and to return to his allegiance to the United States. All of which actings, doings, and omissions of the said Edward S. Brown are contrary to the form of the statute of the United States in such cases made and provided, and whereby and by force of said statute the said lot and the rents and profits thereof, and the said bonds and mortages, and the estate, property, credits, and rights thereto and

S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: The southwest quarter of section 26, in township 7, of range 21.

490 Also a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of twenty per cent. per annum, made May 30th, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County, and State of Kansas, viz: The northwest quarter of section (14,) fourteen, in township eight, (8,) of range twenty-one, (21.)

Also a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31st, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth

491 County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth, and State of Kansas, viz: The northwest fractional quarter of section 5, in township 8, of range 21.

Also a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marrion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth, and State of Kansas, viz: The northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22.

Also a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent.

492 per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31st, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth and State of Kansas, viz: The south half of the southwest quarter of section 33, in township 7, range 22.

Also, a bond for the payment of $1,200.00 in twelve months from the date thereof, with interest after due at the rate of twenty per cent. per annum, executed May 27, 1860, by Lawrence Kennedy to said Edward S. Brown, and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz: The northeast quarter of section 12, in township 8, of range 21.

The marshal having returned that he has duly attached the

493 land and the bonds and mortgages, credits and property, above

described, and given due notice to all persons claiming the same that this court would, on the twelfth day of April, A. D, 1863, proceed to the trial and condemnation thereof, should no claim be interposed for the same, or motion of Robert Crozier, esq., United States district attorney, proclamation is made for all persons having anything to say why the same should not be condemned and declared forfeited to answer the prayer of the information herein, and no person appearing as to the said bonds and mortgages, on like motion, is it ordered by the court that as to the said bonds and mortgages the defaults of all persons be entered, and that the said bonds, mortgages, and credits be, and the same are hereby, condemned and declared forfeited to the United States of America to answer the prayer of the libellants herein.

And Andrew Henson, obligor and mortgagor in one of the bonds and mortgage given to secure the same in the information herein mentioned and set forth, having entered his appearance and filed his answer
494 and allegations in this cause, the court doth find that there is due from the said Andrew Henson, jr., on the said bond, the sum of six hundred dollars, ($600.00,) secured by mortgage on the following real estate, situated in the county of Leavenworth, and State of Kansas, to wit: The southwest quarter of section No. twenty-seven, (27,) in township No. seven, (7,) of range No. twenty, (20.)

It is, therefore, ordered, adjudged, and decreed by the court that the said Andrew Henson, jr., pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of six hundred dollars, *dollars*, ($600.00,) with legal interest from the date of this decree; and that in default thereof the said real estate (S. W. 27, T. 7, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution; and that execution issue against the said Andrew Henson, jr., as upon
495 judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decree' that the said Andrew Henson, jr., and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

496 And William Sparks, obligor and mortgagor in one of the bonds and mortgage given to secure the same in the information herein mentioned and set forth, and having entered his appearance and filed his answer and allegations in this cause, the court doth find that there is due from the said William Sparks on the said bond the sum of seven hundred and twenty dollars, ($720.00,) secured by mortgage on the following real estate, situated in the county of Leavenworth, and State of Kansas, to wit: The northwest quarter of section number thirty-four, (34,) in township No. eight, (8,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said William Sparks pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of seven hundred and twenty dollars, ($720.00,) with legal interest from the date of this decree; and that in default thereof the said real estate (N.W. 34, T. 8, R. 20) be appraised, advertised, and sold by

the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution; and that execution issue against the said William Sparks, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said William Sparks, and all persons claiming under him be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

497 And Jackson B. Crane, obligor and mortgagor in one of the bonds and mortgage given to secure the same in the information herein mentioned and set forth, and having entered his appearance and filed his answer and allegations in this cause, the court doth find that there is due from the said Jackson B. Crane, on the said bond, the sum of six hundred dollars, ($600.00,) secured by mortgage on the following real estate, situated in the county of Leavenworth, and State of Kansas, to wit: The northeast fractional quarter of section number five, (5,) in township number eight, (8,) of range number twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said Jackson B. Crane pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of six hundred dollars, ($600.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (N.E. fr. qr. sec. 5, T. 8, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution; and that execution issue against the said Jackson B. Crane, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Jackson B. Crane, and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

498 And Lawrence Kenedy, obligor and mortgagor in one of the bonds and mortgage given to secure the same in the information herein mentioned and set forth, and having entered his appearance and filed his answer and allegations in this cause, the court doth find that there is due from the said Lawrence Kenedy, on the said bond, the sum of twelve hundred dollars, ($1,200,) secured by mortgage on the following real estate situated in the county of Leavenworth and State of Kansas, to wit: The northeast quarter of section twelve, (12,) in township No. eight, (8,) of range No. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said Lawrence Kenedy pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of twelve hundred dollars *dollars,* ($1,200.00,) with legal

interest from the date of this decree; and that in default thereof the said real estate (N. E. 12, T. 8, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas, regulating sales under execution; and that execution issue against the said Lawrence Kenedy, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Lawrence Kenedy, and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

499 And it is further ordered that a writ of citation in the case of each bond and mortgage herein issue from the office of the clerk of this court for the other obligors and mortgagors named in the title of this cause as having executed bonds and mortgages to the said Edward S. Brown, to be directed to the marshal of the district of Kansas, commanding him to cite and notify the said obligors and mortgagors that, on or before the 25th day of May, A. D. 1863, they be and appear before this court, then and there to answer concerning the execution and delivery of the said bonds and mortgages, and concerning the amount due thereon, and show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale; and on like motion it is fur-

500 ther ordered that it be referred to A. L. Williams, esq., commissioner, to ascertain the interest of the said Edward S. Brown in the said property, credits, bonds, and mortgages, and the amount due thereon, and to report the same to the court with all convenient speed.

And thereupon there issues from the office of the clerk of said court writs of citation as ordered by the court, which said writs were, on the 25th day of May, 1863, by the marshal of said district of Kansas, returned into the office of the clerk of said court, with a return of his doings thereon endorsed respectively on each; which said writs, with the said return of said marshal endorsed thereon, were respectively as follows, to wit:

501 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also a bond for the payment of $1,200.00 in twelve months from the date thereof, with interest after due at the rate of twenty per cent. per annum, executed

May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county Leavenworth, and State of Kansas, viz, the north quarter of section 12, in township 8, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information.

And whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said Eliza Kenedy be cited to appear and answer in the premises, and show cause, if any she have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same.

You are therefore hereby commanded to cite and notify the said Eliza Kenedy that, on or before the 25th day of May, A. D. 1863, she be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon; and to show cause, if any she has, why she should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and she be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

502 Received this writ May 6th, 1863, and executed the same, by delivering personally to Eliza Kenedy a copy of this writ, May 10, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

503 THE UNITED STATES OF AMERICA
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following described property, credits, bonds, and mortgages: Also a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1860, in the office

of register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth, and State of Kansas, viz, the south half of the southwest quarter of section 33, in township 7, of range 22, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information: And whereas, afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said Robert L. Merchant and Mary Ann Merchant be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Robert L. Merchant and Mary Ann Merchant that, on or before the 25th day of May, A. D. 1863, they be and appear before our court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon; and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

504 Received this writ May 6th, 1863, and executed the same by leaving 2 copies of same at usual place of residence with Benjamin Wilkes on the premises within described, on May 11, 1863.

JAMES L. McDOWELL, *U. S. Marshal,*
Per J. H. ORTMAN, *Deputy.*

505 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages:

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in

township 8, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information. And whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said Jemima Sparks be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Jemima Sparks that, on or before the 25th day of May, A. D. 1863, she be and appear before our said court at Topeka in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any she has, why she should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and she be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

506 Received this writ May 6th, 1863, and executed the same by delivering personally to Jemima Sparks a copy of this writ May 12th, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per N. DANIELS, *Deputy.*

507 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages:

Also, a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth, and State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22, and the

interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information. And whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said Marion Todd and Mary P. Todd be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are, therefore, hereby commanded to cite and notify the said Marion Todd and Mary P. Todd that, on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon; and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

508 Received this writ May 6, 1863, and executed the same by delivering personally to Marion Todd and Mary P. Todd a copy of this writ, May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per N. DANIELS, *Deputy.*

509 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages:

Also a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County and State of Kansas, viz, the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty-one, (21,) and the east half of the northeast quarter of section fifteen, (15,) township eight,

(8,) of range twenty-one, (21,) and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information. And whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said James Bosley and Hannah Bosley be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said James Bosley and Hannah Bosley that, on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon; and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

510 Received this writ May 6th, 1873, and executed the same by delivering personally to James Bosley and Hannah Bosley each a copy of this writ May 13, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

511 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: also, a bond for the payment of six hundred dollars ($600.00) in twelve months from the date thereof, with interest after maturity at the rate of twenty (20) per cent. per annum, executed May 24, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24, 1860, and acknowledged May 25, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of register deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southeast quarter of section 27, in township 7, of range

20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Susannah Henson be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are, therefore, hereby commanded to cite and notify the said Susannah Henson that on or before the 25th day of May, A. D. 1863, she be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any she have, why she should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and she be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

512 Received this writ May 6th, 1863, and executed the same by delivering personally a copy to Susannah Henson, on May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

513 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: also a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured, by mortgage of same date executed by said Jackson B. Crane and Sarah Ann C. Crane, to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth, and State of Kansas, viz, the northeast fractional quarter of section 5, in township 8, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information;

and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Sarah Ann C. Crane be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are, therefore, hereby commanded to cite and notify the said Sarah Ann C. Crane that, on or before the 25th day of May, A. D. 1863, she be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any she has, why she should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and she be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

514 Received this writ May 6, 1863, and executed the same by delivering personally to Sarah Ann Crane a copy of this writ May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

515 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds and mortgages: also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Anna Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages,

and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned, and declared forfeited to the United States of America, and which said order and decree directed that the said Samuel E. Edwards and Mary Ann Edwards be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Samuel E. Edwards and Mary Ann Edwards, that, on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, and then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

JOHN T. MORTON, *Clerk.*

516 Received this writ May 6, 1863, and executed the same by delivering personally to Samuel E. Edwards and Mary Ann Edwards each a copy of this writ May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. ORTMAN, *Deputy.*

517 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district, of the following-described property, credits, bonds, and mortgages: Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, by Benjamin W. and Martha Ann Hiatt to said Edward S. Brown, and secured by mortgage made and acknowledged May 29, 1860, by said Benjamin W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said prop-

erty, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown, be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said Benjamin W. Hiatt and Martha Anna Hiatt be cited to appear and answer in the premises, and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are therefore hereby commanded to cite and notify the said Benjamin W. Hiatt and Martha Ann Hiatt that on or before the 25th day of May, A. D. 1863, they be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any they have, why they should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same, and they be barred of all equity and right of redemption therein, from and after said sale, and why execution should not issue for any remainder due, after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

518 Received this writ May 6, 1863, and executed the same by delivering personally to Benjamin W. Hiatt and Martha Ann Hiatt each a copy of this writ May 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per N. DANIELS, *Deputy.*

519 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas.

To the marshal of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed, in the district court of the United States for the district of Kansas, their information, alleging a seizure by the marshal of the United States for said district of the following-described property, credits, bonds, and mortgages: A bond for the payment of $420.00, in twelve months from the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, executed May 26, 1860, by James L. Calvert to Edward S. Brown, and secured by mortgage made and acknowledged May 26, 1860, by said James L. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two, and the interest thereto and therein of the said Edward S. Brown, and praying a decree of forfeiture and condemnation thereof for the causes alleged in said information; and whereas afterwards, to wit, on the 5th day of May, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and

the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America, and which said order and decree directed that the said James M. Calvert be cited to appear and answer in the premises and show cause, if any they have, why they should not be decreed to pay to the United States the amount due upon said bond, and why the said lands and tenements should not be sold to pay the same: You are, therefore, hereby commanded to cite and notify the said James M. Calvert that on or before the 25th day of May, A. D. 1863, he be and appear before our said court at Topeka, in said district, then and there to answer concerning the execution and delivery of the said bond and mortgage, and concerning the amount due thereon, and to show cause, if any he has, why he should not be decreed to pay to the United States of America the amount so due, and why the lands aforesaid should not be sold to pay the same and he be barred of all equity and right of redemption therein from and after said sale, and why execution should not issue for any remainder due after applying the proceeds of such sale.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 6th day of May, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

520 Received this writ May 6, 1863, and executed the same by leaving copy of same at usual place of residence, with William Adams, on the premises within described, May 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per J. H. RINEHARD, *Deputy.*

521 And which said writs of citation were then and there in words and figures endorsed respectively by the clerk of said court as follows: Filed May 25, 1863. John T. Morton, clerk.

And on the 25th day of May, 1863, there was filed in the office of said clerk the answer of Sarah Ann C. Crane herein, in words and figures as follows, that is to say:

THE UNITED STATES OF AMERICA, *District of Kansas:*

In the U. S. district court to April term, 1863.

UNITED STATES
vs.
LOT 20 IN BLOCK 15 ET CERTAIN BONDS AND mortgages.

Sarah Ann C. Crane, one of the defendants on the above-entitled cause, for answer to the information of Robert Crozier, esq., United States district attorney, filed in said cause, admits that she signed, sealed, acknowledged, and delivered the mortgage in said information as therein alleged, articulated, and propounded to Edward S. Brown, in conjunction with her said husband, Jackson B. Crane, to wit, a mortgage upon the northeast fractional quarter of section five, (5,) town. eight. (8,) range twenty-one, (21,) of the De'aware trust-lands in Leavenworth County, Kansas, to secure the payment of a certain note or bond executed her said husband, Jackson B. Crane, on the 31st day

522 of May, 1860, to one Edward S. Brown, for the sum of $600.00, due at twelve months from date. Defendant further states that she has no personal knowledge whether said note or bond & mortgage was the property of the said Edward S. Brown at the time of the filing of the information aforesaid; and, further, that she has no knowledge whether said note or bond and mortgage have been paid, or any portion of the same, since the same were executed and delivered as aforesaid. And further she saith not.

SARAH ANN C. CRANE.

Subscribed and sworn to before me this 19th day of May, 1863.
[SEAL.] W. S. VAN DOREN,
Notary Public, Leavenworth County.

And on the said 25th day of May, 1863, there was filed in the office of the clerk of said court the answer of Eliza Kenedy herein, in words and figures as follows, that is to say:

THE UNITED STATES OF AMERICA, *District of Kansas:*

In the U. S. district court to April term, 1863.

UNITED STATES
vs.
LOT 20 IN BLOCK 15 ET CERTAIN BONDS AND mortgages.

Eliza Kenedy, one of the defendants in the entitled cause, for answer to the information of Robert Crozier, esq., United States dist. atty., filed in said cause, admits that she signed, sealed, acknowledged,
523 and delivered the mortgage in said information as therein alleged, articulated, and propounded to Edward S. Brown in conjunction with her said husband, Lawrence Kennedy, to wit, a mortgage upon the northeast quarter of section 12, in township 8, of range 21, of the Delaware trust-lands in Leavenworth County, State of Kansas, to secure the payment of a certain note or bond executed by her said husband, Lawrence Kennedy, on the 28th day of May, 1860, to one Edward S. Brown, for the sum of $1,200.00, due at twelve months from date. Defendant further states that she has no personal knowledge whether said note or bond and mortgage was the property of said Edward S. Brown at the time of the filing of the information aforesaid, and, further, that she has no knowledge whether said note or bond and mortgage have been paid, or any portion of the same, since the same were executed and delivered as aforesaid. And further she saith not.

ELIZA KENNEDY.

Subscribed and sworn to before me this 14th day of May, 1863.
[SEAL.] WM. BUCHER,
Notary Public.

Which said answers endorsed in words and figures as follows, to wit: Filed May 25, 1863. J. T. Morton, clerk.

524 And on the said 25th day of May there was filed in the office of said clerk the answer of Jemima Sparks herein, in words and figures as follows, that is to say:

THE UNITED STATES OF AMERICA, *District of Kansas:*

In the U. S. district court to the April term, 1863.

THE UNITED STATES
vs.
LOT 20 IN BLOCK 15 ET OTHER BONDS AND mortgages.

Jemima Sparks, one of the defendants in the above-entitled cause, for answer to the information of Robert Crozier, esq., United States dist. attorney, filed in the said cause, admits that she signed, sealed, acknowledged, and delivered the mortgage in said information as therein alleged, articulated, and propounded to Edward S. Brown, in conjunction with her husband, William Sparks, to wit, a mortgage upon the northwest quarter of section No. 34, in township 8, of range 20, of the Delaware trust-lands in Leavenworth County, State of Kansas, to secure the payment of a certain note or bond executed by her said husband, William Sparks, on the 28th day of May, 1860, to one Edward S. Brown, for the sum of $720.00, due at twelve months from date. Defend-
525 ant further states that she has no personal knowledge whether said note or bond and mortgage was the property of said Edward S. Brown at the time of the filing of the information aforesaid; and, further, that she has no knowledge whether said note or bond & mortgage have been paid, or any portion of the same, since the same were executed; & further she saith not.

JEMIMA SPARKS.

Subscribed and sworn to before me this 25th day of May, 1863.
JOHN T. MORTON,
Clerk.

Endorsed in words and figures as follows: Filed May 25, 1863. John T. Morton, clerk.

And on said 25th day of May, A. D. 1863, there was filed in the office of the clerk of said court the answer of Samuel E. Edwards herein in words and figures as follows, that is to say:

Answer.

UNITED STATES OF AMERICA,
District of Kansas:

To the Hon. Archibald Williams, judge of the district court of the United States for the district aforesaid.

The answer of Samuel E. Edwards in the cause of seizure prosecuted in said district court against the bond hereinafter mentioned, and other property, alleges and responds as follows, to wit:

That the bond for the payment of $480.00 in twelve months after
526 the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to Edward S. Brown, and secured by mortgage of the same date, and recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the land in said information mentioned was made, executed, and delivered by the respondent to the said

Edward S. Brown, or his order, on the said 1st day of June, A. D. 1860, and that the same has not been paid; but respondent alleges and charges that said Edward S. Brown promised at the time said note was made that the same should be in the city of Leavenworth, and at the Planters' Hotel therein, ready to be delivered up upon the receipt of the money at the maturity thereof; and the respondent avers that he was ready and willing and in possession of the money, and come to the said city of Leavenworth, and was in said Planters' Hotel on the day the same became due and payable, and then and there enquired for the said
527 Edward S. Brown, but was unable to find with said Brown or any person with said bond or note as promised; that this respondent retained said sum of money mentioned in said bond for many days after the same was due, and that no person has yet demanded payment thereof, until the service of process in this cause by the United States marshal; and for answer to so much of said information as calls upon this respondent to show cause why they should not be decreed to pay to the United States the amount so due, and why the land should not be sold to pay the same, and these respondents be forever barred of any and all equity of redemption thereto, says:

1st. That there has been no evidence of the alleged guilt and acts of said Edward S. Brown other than a default in not answering the charges in said information contained.

2nd. That this respondent has no knowledge that said Brown was the owner of said bond payable to his order beyond the day of the execution of delivery of the same; that said Brown was a resident of the county of Cumberland, in the State of Virginia, at the date of the execution
328 thereof, and since which time this respondent has no knowledge of his existance or whereabouts, nor of the possession or ownership of said bond, payable as aforesaid, other than the same was taken by said Brown with him on his departure from Kansas.

3rd. That this respondent alleges that James L. McDowell, the United States marshal, did not, on the 25th day of March, A. D. 1863, nor on any other day, actually seize the original bonds signed and dated as aforesaid other than by the service of the process of this court upon this respondent; and this respondent asks that the attorney for the United States be required to show that the said Edward S. Brown was the owner of said bond on the 25th day of September, A. D. 1862; and this respondent objects that sufficient process has not been served him in this cause to entitle the said United States to a decree against him herein; and this respondent further objects that the proceedings herein are not sufficient as against the said Edward S. Brown to authorize a decree
329 of condemnation herein; and he insists on these his objections as exceptions herein, and asks to be allowed the same benefit from them as though they were more formerly taken; wherefore he prays to be hence dismissed with his costs.

WHEAT & GREEN,
Proctors.

UNITED STATES OF AMERICA,
District of Kansas:

Samuel E. Edwards, being first duly sworn, says the facts stated in the above answer are true, except as to those which appear by the record in this cause, and this affrant does not relate to them at all.

SAMUEL E. EDWARDS.

Subscribed and sworn to before me this 21st day of May, A. D. 1863.

DAVID I. BREWER,
U. S. Commissioner for the District of Kansas.

And which said answer so filed is in words and figures endorsed as follows, that is to say: Filed May 25th, 1863. John T. Morton, clerk.

And on the said 25th day of May, 1863, there was filed in the office of said clerk the answer of James Bosley herein, in words and figures as follows, that is to say:

District court of the United States of America, district of Kansas, ss:

To the honorable Archibald Williams, judge of the district court of the United States for the aforesaid district.

The answer of James Bosley in the cause of seizure and pros-
530 ecution in said district court against the bond hereinafter mentioned and other property, and the said Bosley alleges as follows, to wit: That the bond for $840.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May the 30th, A. D. 1860, by said James Bosley to said Edward S. Brown, and secured by mortgage of the same date in said information, was by the said James Bosley made payable to the order of said Edward S. Brown, and respondent admits the execution and delivery of said bond or note and the mortgage; and that said Bosley does not know whether said Brown has assigned or endorsed or delivered said bond to any person or persons or not, and if he has endorsed, assigned, or delivered it to any other person or persons, defendant does not know when it was done; that, therefore, said defendant cannot say whether he is now indebted to said Edward S. Brown or not, nor does said Bosley know whether said Brow' owned said bond on the 25th day of September, 1862, or not, nor does he know whether he has since transferred or conveyed away the same, or his interest, if any, therein or not; and at the
531 time when said bond was made and executed, and when said James Bosley received the money from said Brown for which said bond and mortgage was given and made and executed, said Brown informed said Bosley that he was then and there *and there*, then being in the Territory of Kansas, in possession of and was loaning some money for other persons who were minors. Whether the aforesaid money for which said bond was so made and given was the money of such other persons or of said Brown respondent does not know, but asks for proof in relation thereto; and that some time before said bond became due said Brown took and carried the same to the State of Virginia, where he then resided, and of which State he was then a citizen; that afterwards, and some time before said bond became due, said Bosley wrote to said Brown in the State of Virginia, that he, said Bosley, was then ready and willing to pay said bond and the sum of money therein specified, and the said Bosley says he was then ready and willing to pay said bond and the sum of money therein mentioned, and
532 remained so until after the said bond became due; and the said Bosley denies that James L. McDowell, the marshal of the United States for said district of Kansas, did, on the 25th day of March, A. D. 1863, or at any other time, either before or since that time, seize said bond by taking or obtaining possession of the instrument itself, said bond.

And for answer to so much of said information as calls upon this respondent to show cause why they should not be decreed to pay to the United States the amount so due, and why the land should not be sold to pay the same and this respondent be forever barred of any and all equity of redemption therein, &c., says:

1st. That there has been no evidence of the alleged *grutl* of said Ed-

ward S. Brown, other than a default in not answering the charges in said information contained.

2. That this respondent has no knowledge that the said Brown was the owner of said bond or note beyond the day of its execution.

3. That said Brown was a resident of the county of Cumberland, in the State of Virginia, at the date of the execution of said bond
533 and mortgage, and since which time affiant has no knowledge of his existance or whereabouts, nor of the possession or ownership of said bond, other than the same was taken by said Brown with him on his departure from Kansas; and this respondent asks that the attorney for the United States be required to show that the said Edward S. Brown was the owner of said bond or note on the 25th day of September, A. D. 1862.

And respondent further objects that sufficient process has not been served on him in this cause to entitle the said United States to a decree against him herein. And this respondent further objects that the proceedings herein are not sufficient, as against the said Edward S. Brown, to authorise a decree of condemnation herein, and he insists on these his objections as exceptions herein, and asks to be allowed the same benefit from them as though more formally taken.

Wherefore he prays to be hence dismissed with his costs.

JAMES BOSLEY.
WHEAT AND GREEN,
Proctors.

UNITED STATES OF AMERICA,
District of Kansas:

I, the undersigned, James Bosley, being first duly sworn, deposeth and says that the facts stated in the above answer are true, except
534 as to those matters which appear by the record in this cause, and this affiant does not relate to them at all.

JAMES BOSLEY.

Subscribed and sworn to before me this 21st day of May, A. D. 1863.

D. J. BREWER,
U. S. Com'r for the District of Kansas.

Endorsed in words and figures as follows, to wit: "Filed May 25, 1863. J. T. Morton, clerk."

And on said 25th day of May, 1863, there was filed in the office of the clerk of said court the answer of Benajah W. Hiatt and Martha Ann Hiatt, in words and figures as follows, to wit:

In the district court of the United States for the district of Kansas.

IN THE MATTER OF THE INFORMATION FILED on behalf of the United States of America by Robert Crozier, esq., the attorney of the said United States for said district,
against
LOT 20, IN BLOCK 15, IN THE CITY OF LEAVENworth, and certain bonds and mortgages therein designated as the property of Edward S. Brown and claimed to be forfeited to the United States.

The answer of Benajah W. Hiatt and Martha Hiatt to the said information.

Now come the said Benajah W. Hiatt and Martha Hiatt, his wife,

and for answer to the said information alleges and propound as
535 follows:

First. That they made, executed, and delivered to the said Edward S. Brown as stated in said information the said bond and mortgage therein described.

Second. That they are not and have not been at any time since on or about the day of May, 1861, indebted to the said Edward S. Brown on said bond and mortgage in any sum whatever.

Third. And the said defendants further allege and propound that at the time said bond and mortgage in said information described were made, executed, and delivered to said Edward S. Brown, this respondent, Benajah W. Hiatt, owned and held a mortgage for above nine hundred dollars, dated about the 9th day of April, 1859, drawing interest at the rate of twenty-five per cent. per annum, due one year from date, upon a certain house & lot in the city of Leavenworth, county of Leavenworth, Kansas Territory, owned by one George W. Purkins, which said property was ample security for the payment of the principal and interest mentioned in said mortgage; that a suit was then pending in the district court for said county of Leavenworth, against said George W. Purkins and others, for the foreclosure of said mort-
536 gage; that this respondent, Benajah W. Hiatt, at the same time held and owned a certain other mortgage against one J. K. Kenyon on the following-described premises, situate, lying, and being in the county of Leavenworth, aforesaid: the southeast quarter of section 30, in township 9, of range 21, for the sum of eight hundred dollars, dated about the day of October, 1858, due two years after date and drawing interest after due at the rate of ten per cent. per annum, which said land was ample security for the payment of said mortgage.

And these respondents further allege that it was then, to wit, at the time said mortgage in said information described was executed and delivered, agreed between said Edward S. Brown and this respondent, Benajah W. Hiatt, that this respondent, Benajah W. Hiatt, should assign said Kenyon mortgage to said Edward S. Brown; that the said house and lot in the city of Leavenworth should be sold under the decree of the said district court of the county of Leavenworth when rendered; that
537 Edward S. Brown should become the purchaser thereof at such sale; and that when such sale should be confirmed the said house and lot, so to be purchased, and said Kenyon mortgage should be taken, considered, & treated as a full payment and satisfaction of said bond and mortgage in said information described; and that he, the said Edward S. Brown, should and would thereupon surrender said bond to these respondents and release the said mortgage of record. And these respondents allege that thereupon the said respondent, Benajah W. Hiatt, in pursuance of said agreement, duly assigned, transferred, and delivered to said Edward S. Brown the said Kenyon mortgage and the note to which the same was collateral; that the said suit in the district court for the county of Leavenworth was duly prosecuted to final judgment, the house and lot duly ordered to be sold to satisfy the amount due on said mortgage as aforesaid; that under such decree the said house and lot were sold at public sale by the sheriff of Leavenworth, and on such sale the said Edward S. Brown became the pur-
538 chaser; that such sale was by the said district court confirmed on or about the day of May, 1861, and a deed of said premises was thereupon duly executed by the said sheriff to the said Edward S. Brown; and so these respondents aver that the said bond and mortgage have, in the manner aforesaid, been duly paid and satis-

fied; that the said bond has never been delivered, and the said mortgage has never been released of record.

And these respondents further allege that they have not seen and have not been able to hold any communication with said Brown since the said sale was, as aforesaid, confirmed; and that he has never reassigned the said Kenyon mortgage or offered to do so to these respondents, or either of them.

Therefore these respondents pray the court to pronounce against the forfeiture in the said information demanded.

BENAJAH W. HIATT.
MARTHA ANN HIATT,
By B. W. HIATT.
W. P. GAURBELL,
Proctor for Respondents.

Benajah W. Hiatt, one of the above-named respondents, being duly affirmed, says that the facts, matters, and things set forth in the
539 foregoing answer are true in substance and in fact.

BENAJAH W. HIATT.

Subscribed and affirmed to before me this 26th day of June, 1863.
JOHN T. MORTON, *Clerk.*

(Endorsed:) Filed May 25th, 1863. John T. Morton, clerk.

And on the said 26th day of May, A. D. 1863, there was filed in the office of the said clerk the supplemental claim and answer of Clinton Cockrill herein in words and figures as follows, that is to say:

District court of the United States of America, district of Kansas, *ss.*

To the Hon. Archibald Williams, judge of the district court of the United States for the district of Kansas:

The supplemental claim and answer and intervention of Clinton Cockrill, owner and claimant of the lien mentioned and described in his claim, answer, and intervention heretofore filed herein by Rees & Wheat, his proctors, to so much of the information of Robert Crozier, esq., in behalf of the United States, against lot No. 20, in block No. 15 of the original plat of the city of Leavenworth, in the county of Leavenworth and State of Kansas, and other property as is against said lot, and the rents and profits thereof.

And now comes said Clinton Cockrill, and, for supplemental
540 matter in addition to the matters heretofore averred in and by his said claim, *and* alleges that since his claim, answer, and intervention was filed herein and heretofore, to wit, on Friday, the 22nd day of May, A. D. 1863, at the May term, A. D. 1863, of the district court of the first judicial district of the State of Kansas, sitting in and for said county of Leavenworth, in said State, begun and held in said county on Monday, the 4th day of May, 1863, before the honorable William C. McDowell, judge of said court, in the suit then pending in said court, and in his said claim, answer, and intervention mentioned, wherein said Clinton Cockrill was plaintiff and George W. Purkins, Edward S. Brown, Hampton B. Denman, and Benajah W. Hiatt were defendants, the said court found for said Clinton Cockrill, and found that the sum of $2,330.00 was then due from said Cockrill to said Purkins on the note and deed in said claim, answer,

and intervention mentioned; and that said Cockrill had a prior and first lien on said lot No. 20, in said block No. 15 of the
541 original plat of said city of Leavenworth in said county and State to that and to any right or lien of any of the other parties to said suit; and that by the consideration and judgment of said court it was then and there, in said suit, ordered, adjudged, and decreed that unless the said defendants in said suit, or some one or more of them, should pay said Cockrill said $2,330.00 within ten days from that time, said lot No. 20 be sold, and that the proceeds of said sale of said lot No. 20 be applied first to the payment of the costs of said suit; next by paying to said Cockrill the said sum of $2,330.00, with such interest as should accrue thereon; next by paying the remainder of such proceeds, if any there should be, by paying the same such last mentioned remainder to said Edward S. Brown.

Wherefore said Cockrill prays that this proceeding for the condemnation and sale of said lot No. 20, the rents and profits thereof, be dismissed, and that he have and recover costs herein.

REES & WHEAT,
Proctors for said Clinton Cockrill.

542 And which said supplemental claim, so filed, is endorsed in words and figures as follows, that is to say: Filed May 26, 1863. John T. Morton, clerk.

And afterwards, to wit, on the 4th day of June, 1863, there was filed in the office of the clerk of the said district court the report of Archibald L. Williams, esq., commissioner in admiralty in this cause, which said report is in words and figures as follows, that is to say:

UNITED STATES OF AMERICA,
District of Kansas:

UNITED STATES OF AMERICA
v.
A BOND FOR $600.00 ET AL.

In pursuance of a decretal order, made in the above-entitled cause on the 4th day of May, A. D. 1863, by which, among other things, it was referred to the undersigned, a commissioner of this court, to ascertain and compute the amount due the libellants on a bond for the payment of $600.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the
543 same date executed by the said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said George T. Challiss was ready to pay the same at the maturity of said bond, and that there was then due on said bond the sum of $600.00; that the interest on said bond since its maturity amounts to $360.50.

Also, a bond for the payment of $750.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and

secured by mortgage of the same date executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296,
544 on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said George T. Challiss was ready to pay the same at the maturity of said bond, and that there is now due on the said bond the sum of $1,033.00.

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz: the south half of the northwest quarter of section 7, in township 6, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said George
545 T. Challiss was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $360.00.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 268, on the following real estate in said county, viz: the northwest quarter of section 20, in township 7, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said W. J. Mayfield was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $300.00.

Also a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum,
546 made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of same date, executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz: the southwest quarter of section 29, in township 6, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Squire Wade was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $1,020.00.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: the southwest
547 fractional quarter of section 21, township 7, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said George M.

Blodgett was ready to pay the at the maturity of the said bond, and that the sum of $120.00 is now due on said bond, ($120.00.)

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 59, on the following real estate in said county, viz: the east half of the southwest quarter of section 20, in township 7, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Isaac
548 Blessing was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $325.00.

Also a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Washington Hays was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $325.00.

Also a bond for the payment of $1,000.00 in twelve months
549 after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz: the northwest quarter of section 7, in township 6, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said George T. Challiss was ready to pay the same on the 23d May, 1861, and that there is now due on said bond the sum of $1,369.41.

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of the same date, executed by said Israel
550 Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz: the west half of the northeast quarter of section 10, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due on the same the sum of $270.00.

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of the same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real

estate in said county, viz: the northeast quarter of section 32, in township 6, of range 21.

I find that at the commencement of this suit Edward S. Brown
551 was the owner of said bond and mortgage, and that the said John J. Scott was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $330.

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchinson County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Thomas N. Johnson was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum $325.00.

Also, a bond for the payment of $300.00 in twelve months after
552 the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Louis Dein was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $390.00.

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison
553 Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Harrison Wider was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $130.00.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also the west half of the southwest
554 quarter of section 12, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said land and mortgage, and that there is now due on said bond the sum of $540.00.

Also a bond for the payment of $350.00 in twelve months after the

date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchinson County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due on the same the sum of 634.00.

Also, a bond for the payment of $600.00 in twelve months after
555 the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz: the west half and the northwest quarter of section 6, in township 6, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said D. D. Hendricks was ready to pay the same at the maturity thereof, and that there is now due on said bond the sum of $780.00.

Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and
556 Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said D. D. Hendricks was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $1,201.01.

Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the
557 following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 10, and the northwest quarter of section 10, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of the said bond and mortgage, and that the said Benjamin Ball was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $650.00.

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21.

I find that at the commencement of this suit Edward S. Brown

558 was the owner of said bond and mortgage, and that the said John A. Stephens was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $130.00.

Also, a bond for the payment of $181.50 in twelve months after the thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of the same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 & 2, in section 10, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due on the same the sum of $317.25.

559 Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said D. C. Davis was ready to pay the same at the maturity of said bond, and that there is now due on said bond the sum of $720.

Also a bond for the payment of 350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County,

560 Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also 20 acres of the southwest quarter of section 14, in township 5, of range 19; also lot 13, in block 15, in Atchison City.

I find recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, the following entry of satisfaction of the above bond and mortgage made by George H. Fairchild, whose power of attorney, unrevoked, is duly recorded in the office of said register of deeds:

"I do hereby acknowledge full satisfaction to the within mortgage.

"In witness whereof I have hereunto set my hand and seal this 15th day of May, A. D. 1863.

(Signed) "EDWARD S. BROWN,
"Pr. G. H. FAIRCHILD,
"*Atty. in Fact.*

"Attest:
(Signed) "J. H. TALBOT,
"*Reg. of Deeds.*"

Also, a bond for the payment of $400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson

561 and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page

375, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also lot 6, in block 101, in Atchison.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due thereon the sum of $672.00.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17; also the southeast quarter of the northeast quarter of section 29, in township
562 6, of range 17; also lots 10, 11, 12, and 13, in block 10, in Atchison City.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due the sum of $3,360.

Also, a bond for the payment of $300 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quarter of section 15, in township 5, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due thereon the sum of $300.00.

Also, a bond for the payment of $120.00 in twelve months after
563 the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown, and secured by mortgage of same date, executed by J. L. Thompson and Isabella Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said J. L. Thompson was ready to pay the same at maturity, and that there is now due on the said bond the sum of $120.00.

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of register of deeds of Atchison County, Kansas, book G, page 116, on the following
564 real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due $639.18.

Also, a bond for the payment of $720.00 in twelve months after the

date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz, the southeast quarter of section 12, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due the the sum of $1,152.00.

565 Also, a bond for the payment of $300.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 35 acres off the north side, of section 33, in township 5, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said John S. Rust was ready *was ready* to pay the same at maturity, and that there is now due thereon the sum of $360.00.

Also, a bond for the payment of $1,080.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and

566 secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due thereon the sum of $1,656.00.

Also, a bond for the payment of $200.00, in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the east half

567 of the northeast quarter of section 10, in township 7, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Thomas H. Duncan was ready to pay the same at maturity, and that there is now due the sum of $260.00.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest thereof at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1 in block J. J., Atchison City.

I find that at the commencement of this suit Edward S. Brown

568 was the owner of said bond and mortgage, and that there is now due thereon the sum of $1,344.00.

Also, a bond for the payment of $120.00 in twelve months after date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George W. Larison to said Edward S. Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres of section 11, in township 5, of range 19.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due the sum of $192.00.

Also, a bond for the payment of $360.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown,
569 and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due the sum of $576.00.

Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of the same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas,
570 book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of the said judgment, and that there is now due on said judgment the sum of $1,037.00.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20.

I find that at the commencement of this suit Edward S. Brown
571 was the owner of said bond and mortgage, and that the said Philip Link was ready to pay the same at maturity, and that there is now due the sum of $480.00.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said Stephen R. Jones was ready to pay the same at maturity, and that there is now due thereon the sum of $480.00.

Also, a bond for the payment of $420.00 in twelve months from
572 the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26th, 1860, by James M. Calvert to Edward S. Brown, and secured by mortgage made and acknowledge' May 26, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due the sum of $528.00.

Also, a bond for the payment of six hundred dollars ($600.00) in twelve months from the date thereof, with interest after maturity at the rate of twenty (20) per cent. per annum, executed May 24, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24, 1860, and acknowledged May 25, 1860, by said
573 Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southwest quarter of section 27, in township 7, of range 20.

I find that at the commencement of this suit the said Edward S. Brown was the owner of said bond and mortgage.

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of *of* Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section
574 34, in township 8, of range 20.

I find that at the commencement of this suit the said Edward S. Brown was the owner of said bond and mortgage.

Also, a bond for the payment of $1,200.00 in twelve months from the date thereof, with interest after due at the rate of twenty per cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast quarter of section 12, in township 8, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage.

Also, a bond for the payment of $600.00 in twelve months after
575 the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth

County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast fractional quarter of section 5, in township 8, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage.

Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S.
576 Brown, recorded May 31, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate, in said county of Leavenworth, and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that there is now due thereon the sum of $420.00.

Also, a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth and State of Kansas, viz: the north-
577 west quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22.

I find that at the commencement of this suit Edward S. Brown was the owner and holder of said bond and mortgage, and that there is now due thereon the sum of $700.00.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1st, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21.

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that said Samuel E.
578 Edwards was ready to pay the same at maturity, and that there is now due thereon the sum of $480.00.

Also, a bond for the payment of $840 in twelve months after the date thereof, with interest after maturity at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty-one, (21,) and the east half of the northeast quarter of section fifteen, (15,) township eight, (8,) of range twenty-one, (21.)

I find that at the commencement of this suit Edward S. Brown was the owner of said bond and mortgage, and that the said James Busley was ready to pay the same at maturity, and that there is now due thereon the sum of $840.00.

579 All of which is respectfully submitted.

Dated this 4th day of June, A. D. 1863.

ARCHIBALD L. WILLIAMS,
U. S. Commissioner.

And which said report so filed is in words and figures endorsed as follows, that is to say: Filed June 4, 1863. John T. Morton, clerk.

And afterwards, to wit, at the term aforesaid of the court aforesaid, and on the 5th day of June, A. D. 1863, the following proceedings were had in said causes, to wit:

FRIDAY, *June* 5, *A. D.* 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600.00, AND 37 OTHER BONDS and Mortgages. } No. 141. Information.

AND

THE UNITED STATES OF AMERICA
vs.
LOT 20, IN BLOCK 15, AND 10 BONDS. } No. 140. Information.

On motion of the United States district attorney, it is ordered by the court that these causes be, and the same are hereby, consolidated, as of date April 24, 1863, and that this order be entered nunc pro tunc as of that date.

580 And afterwards, to wit, at the term aforesaid of the court aforesaid, and on the 47th judicial day of said term, the same being on the 5th day of June, A. D. 1863, the Hon. Archibald Williams, judge of said court presiding, the following final proceedings were had and final decree rendered in said cause, that is to say:

FRIDAY, *June* 5, *A. D.* 1863.

Nos. 140 & 141.—Information—two causes consolidated.

THE UNITED STATES OF AMERICA

vs.

A bond for the payment of $600.00 in twelve months after the date of said bond, with interest at the rate of 20 per cent. per annum, made May 23, 1863, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by the said George T. Challiss and Imogene Challis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 21;

Also, a bond for the payment of $750.00 in twelve months from
581 the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz: the northwest quarter of section 11, in township 6, of range 20;

Also, a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz: the south half of the northwest quarter of section 7, in township 6, of range 21;

Also, a bond for the payment of $300.00 in twelve months
582 after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by W. J. Mayfield, to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison county, Kansas, book E, page 268, on the following real estate in said county, viz: the northwest quarter of section 20, in township 7, of range 20;

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 11, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of the same dat , executed by said Squire Wade and Elizabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz: the southwest quarter of section 29, in township 6, of range 21;

583 Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by George M. Blodgett to said Edward S. Brown, and secured by mortgage of same date, executed by *by* said George M. Blodgett and Mary E. Blodgett to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz: the southwest fractional quarter of section 21, township 7, of range 21;

Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz: the east half of the southwest quarter of section 20, in township 7, of range 20;

584 Also, a bond for the payment of $250.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E,

page 284, on the following real estate in said county, viz: the southeast quarter of section 7, in township 7, of range 20;

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George T. Challiss to Edward S. Brown, and secured by mortgage of the same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 286, on the following real estate in said county, viz: the northwest quarter of section 7, in township 6, of range 21;

585 Also a bond for the payment of $150.00 in twelve month' from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of the same date, executed by said Israel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz: the west half of the northeast quarter of section 10, in township 7, of range 19;

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of same date, executed by said John J. Scott and Margaret Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real estate in said county, viz: the northeast quarter of section 32, in

586 township 6, of range 21;

Also, a bond for the payment of $250.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 13, 1859, by Thomas N. Johnson to said Edward S. Brown, and secured by mortgage of the same date, executed by said Thomas N. Johnson and Mary J. Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz: the southwest quarter of section 5, in township 7, of range 21;

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date, executed by said Louis Dein and Linna Dein to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 281, on the following real

587 estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21;

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider, to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the southwest quarter of section 8, in township 7, of range 21;

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to said Brown, recorded in the office of the register of deeds of Atchi-

588 son County, Kansas, book E, page 285, on the following real estate

in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also, the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also, the west half of the southwest quarter of section 12, in township 7, of range 19;

Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Mahlon Oliphant and Rachel B. Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19;

Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum,
589 made September 12, 1859, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz: the west half and the northwest quarter of section 6, in township 6, of range 20;

Also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz: the west half of section 6, in township 6, of range 20;

Also, a bond for the payment of $500.00 in twelve months after
590 the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19, and the northwest quarter of section 10, in township 7, of range 19;

Also, a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stephens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stephens and Margaret Stephens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half
591 of the northeast quarter of section 31, in township 6, of range 21;

Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of the same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2, in section 10, in township 7, of range 19;

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured

by mortgage of the same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter
592 of section 27, in township 5, of range 20;

Also a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 9; also, twenty acres of the southwest quarter of section 14, in township 5, of range 19; also, lot 3, in block 15, in Atchison City;

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, and recorded in the
593 office of the register of deeds of Atchison County, Kansas, book F, page 361, on the following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20;

Also, a bond for the payment of $480.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to said Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also, lot 6, in block 101, in Atchison;

Also, a bond for the payment of $2,400.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by
594 said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17; also, the southeast quarter of section 28, in township 6, of range 17; also, the southeast quarter of the northeast quarter of section 29, in township 6, of range17; also, lots 10, 11, 12, and 13, in block 10, in Atchison City;

Also, a bond for the payment of $300.00, in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast
595 quarter of section 15, in township 5, of range 20;

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by J. L. Thompson to said Edward S. Brown, and secured by mortgage of same date, executed by said J. L. Thompson and Isabella

Thompson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 381, on the following real estate in said county, viz: the west half of the northeast quarter of section 5, in township 6, of range 19;

Also, a bond for the payment of $740.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 22, 1860, by Thomas H. Storts to Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds
596 of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in "Challiss' addition" to Atchison;

Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12, in township 7, of range 19;

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds
597 of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, except 5 acres off the north side, of section 33, in township 5, of range 19;

Also, a bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the following real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20;

Also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H.
598 Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19;

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1, in block J J, Atchison City;

Also, a bond for the payment of $120.00 in twelve months after date thereof, with interest at the rate of 20 per cent. per annum,
599 made May 23, 1860, by George W. Larison to said Edward S.

Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 11, in township 5, of range 19;

Also, a bond for the payment of $360 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20;

600 Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of the same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20;

Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds

601 of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20; lot twenty, (20,) in block fifteen, (15,) in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same;

Also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26th, 1860, by James M. Calvert to Edwards S. Brown, and secured by mortgage made and acknowledged May 26, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two;

602 Also, a bond for the payment of six hundred dollars ($600) in twelve months from the date thereof, with interest after maturity at the rate of twenty (20) per cent. per annum, executed May 24, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24, 1860, and acknowledged May 25, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southeast quarter of section 27, in township 7, of range 20;

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per

annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward
603 S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township 8, of range 20;

Also, a bond for the payment of $2,400.00, in twelve months after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20;

Also, a bond for the payment of $480.00, in twelve month' after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by
604 said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21;

Also, a bond for the payment of $840.00, in twelve months after the date thereof, with interest, after maturity, at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty one, (21,) and the east half of the northeast quarter of section fifteen,
605 (15), township eight, (8,) of range twenty-one, (21;)

Also, a bond for the payment of $600.00, in twelve months after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, book L, page 485, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northwest fractional quarter of section 5, in township 8, of range 21;

Also, a bond for the payment of $500.00, in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of
606 Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22;

Also, a bond for the payment of $300.00, in twelve months from the date thereof, with interest, after maturity, at the rate of 20 per cent.

Brown, and secured by mortgage of same date, executed by said George W. Larison and Elizabeth Larison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 11, in township 5, of range 19;

Also, a bond for the payment of $360 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J. Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20;

600 Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Holbert to said Brown, and secured by mortgage of the same date, executed by said Charles Holbert and Ellen Holbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate in said county, viz: the northeast quarter of section 29, in township 5, of range 20;

Also, a bond for the payment of $480.09 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Link to said Edward S. Brown, and secured by mortgage of the same date, executed by said Philip Link and Mary Link to said Brown, recorded in the office of the register of deeds

601 of Atchison County, Kansas, book G, page 109, on the following real estate in said county, viz: the northwest quarter of section 28, in township 5, of range 20; lot twenty, (20,) in block fifteen, (15,) in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits of the same;

Also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26th, 1860, by James M. Calvert to Edwards S. Brown, and secured by mortgage made and acknowledged May 26, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26th, 1860, in book L, page 469, on the following real estate in said Leavenworth County, viz: the northwest quarter of section (10) ten, in township (8) eight, of range (22) twenty-two;

602 Also, a bond for the payment of six hundred dollars ($600) in twelve months from the date thereof, with interest after maturity at the rate of twenty (20) per cent. per annum, executed May 24, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage made May 24, 1860, and acknowledged May 25, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of register of deeds of Leavenworth County, Kansas, on the following real estate in said Leavenworth County, viz: the southeast quarter of section 27, in township 7, of range 20;

Also, a bond for the payment of $720.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per

annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage made and acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward
603 S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 470, on the following real estate in said Leavenworth County, viz: the northwest quarter of section 34, in township 8, of range 20;

Also, a bond for the payment of $2,400.00, in twelve months after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20;

Also, a bond for the payment of $480.00, in twelve month' after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by
604 said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, on the following real estate in said Leavenworth County, Kansas, viz: the southwest quarter of section 26, in township 7, of range 21;

Also, a bond for the payment of $840.00, in twelve months after the date thereof, with interest, after maturity, at the rate of twenty per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 486, on the following real estate in said Leavenworth County and State of Kansas, viz: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty one, (21,) and the east half of the northeast quarter of section fifteen,
605 (15), township eight, (8,) of range twenty-one, (21;)

Also, a bond for the payment of $600.00, in twelve months after the date thereof, with interest, after maturity, at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, book L, page 485, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northwest fractional quarter of section 5, in township 8, of range 21;

Also, a bond for the payment of $500.00, in twelve months from the date thereof, with interest from date at the rate of 20 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Todd to said Edward S. Brown, and secured by mortgage made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office of the register of deeds of
606 Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22;

Also, a bond for the payment of $300.00, in twelve months from the date thereof, with interest, after maturity, at the rate of 20 per cent.

per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert L. Merchant and Mary Ann Merchant to said Edward S. Brown, recorded May 31, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth and State of Kansas, viz: the south half of the southwest quarter of section 33, in township 7, of range 22;

607 Also, a bond for the payment of $1,200.00, in twelve months from the date thereof, with interest, after due, at the rate of twenty per cent. per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage, made and acknowledged May 28, 1860, by said Lawrence Kenedy and Eliza Kenedy to said Edward S. Brown, recorded May 28, 1860, in the office of register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz: the northeast quarter of section 12, in township 8, of range 21.

On motion of Robert Crozier, esq., United States district attorney, it is ordered, adjudged, and decreed by the court that, as to the said lot twenty, (20,) in block fifteen, (15,) in the original plat of the city of Leavenworth, county of Leavenworth, and State of Kansas, and the appurtenances thereunto belonging, and the rents and profits thereof, this cause and the information herein be, and the same is hereby, dismissed.

608 And on like motion it is further ordered, adjudged, and decreed by the court that, as to the bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. Hiatt and Martha Ann Hiatt to said Edward S. Brown, and secured by mortgage made and acknowledged May 29, 1860, by said Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz: the east half of section 22, in township 9, of range 20, in the information in this cause described, this cause and the information herein be, and the same is hereby, dismissed without prejudice.

609 And on like motion it is further ordered, adjudged, and decreed by the court that, as to the bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of the same date, executed by C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 14, in township 5, of range 19; also, lot 13, in block 15, in Atchison City, in the information in this cause described, this cause and the information herein be, and the same is hereby, dismissed.

610 And on reading and filing the report of Archibald L. Williams, commissioner, to whom it was referred to ascertain the interest of said Brown in said credits, bonds, and mortgages, and the amount due thereon, respectively, by which it is reported that at the time of the seizure thereof the said Edward S. Brown was the owner of the said credits, bonds, and mortgages, and by which the amount due thereon, respectively, are assessed and reported, it is ordered by

the court, on motion of the United States district attorney, that the said report be in all things confirmed.

611 And George T. Challiss, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Imogen Challiss, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said George T. Challiss, on the said bond, the sum of three thousand three hundred and fifty-two dollars, ($3,352.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: on the south half of the northwest quarter of section seven, (7,) in township number six, (6,) of range number twenty-one, (21,) to secure the sum of one thousand seven hundred and twenty dollars, ($1,720.00;) and on the northwest quarter of section eleven, (11,) in township number six, (6,) of range number twenty, (20,) to secure the sum of one thousand six hundred and thirty-two dollars, ($1,632.00.)

It is therefore ordered, adjudged, and decreed by the court that the said George T. Challiss pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three thousand three hundred and fifty-two dollars, ($3,350.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S. ½ of NW. ¼ S. 7, T. 6, R. 21, and the NW. ¼ S. 11, T. 6, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said George T. Challiss, as upon judgments at law, for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said George T. Challiss and Imogen Challiss, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

612 And W. J. Mayfield, obligor and mortgagor in one of the bonds, and mortgages given to secure the same, in the information herein mentioned and set forth, and Sarah Ann Mayfield, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said W. J. Mayfield, on the said bond, the sum of three hundred dollars ($300.00) secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit: the northwest quarter of section number twenty, (20,) in township number seven, (7,) of range number twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court, that the said W. J. Mayfield pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred dollars, ($300.00,) with legal interest from the date of this decree, and that in default thereof the said real estate

(the NW. ¼ of S. 20, T. 7, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said W. J. Mayfield, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said W. J. Mayfield and Sarah Mayfield, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

613 And Squire Wade, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Elizabeth Wade, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Squire Wade, on the said bond, the sum of one thousand and twenty dollars, ($1,020.00,) secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit: the southwest quarter of section twenty-nine, (29,) in township number six, (6,) of range number twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said Squire Wade pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one thousand and twenty dollars, ($1,020.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S.W. ¼ of sec. 29, T. 26, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Squire Wade, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Squire Wade and Elizabeth Wade, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

614 And George M. Blodgett, obligor and mortgagor in one of the bonds and mortgage given to secure the same, in the information herein mentioned and set forth, and Mary E. Blodgett, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said George M. Blodgett, on the said bond, the sum of one hundred and twenty dollars ($120.00) secured by mortgage

on the following real estate situated in the county of Atchison and State of Kansas, to wit: the southwest fractional quarter of section number twenty-one, (21,) in township No. seven, (7,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said George M. Blodgett pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one hundred and twenty dollars, ($120.00,) with legal interest from the date of this decree, and that in default thereof the said real estate, the SW. fr. ¼ of sec. 21, T. 7, R. 20, be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said George M. Blodgett, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said George M. Blodgett and Mary E. Blodgett, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

615 And Isaac Blessing, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, having been duly served with the process of this court, and having entered his appearance and filed his answer and allegations in this cause, the court doth find that there is due from the said Isaac Blessing, on the said bond, the sum of three hundred and twenty-five dollars, ($325.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the east half of the southwest quarter of section No. twenty, (20,) in township No. seven, (7,) of range No. twenty.

It is therefore ordered, adjudged, and decreed by the court that the said Isaac Blessing pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and twenty-five dollars, ($325.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the E. ½ of the SW. ¼ of sec. 20, T. 7, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Isaac Blessing as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Isaac Blessing, and all persons claiming under him be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

616 And Washington Hays, obligor and mortgagor in one the

bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Nancy Hays, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said , on the said bond, the sum of three hundred and twenty-five dollars, ($325.00,) secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit: the southeast quarter of section No. seven, (7,) in township No. seven, (7,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said Washington Hays pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and twenty-five dollars, ($325.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the SE. ¼ S. 7, T. 7, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Washington Hays, as upon judgments at law, for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Washington Hays and Nancy Hays, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

617 And Israel Oliphant, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Israel Oliphant, and the court doth find from the report of the said commissioner that there is due from the said Israel Oliphant, on the said bond, the sum of two hundred and seventy dollars, ($270.00,) secured by mortgage on the following real estate, situated in the county of , and State of Kansas, to wit: the west half of the northeast quarter of section No. ten, (10,) in township No. seven, (7,) of range number nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said Israel Oliphant pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of two hundred and seventy dollars, ($270.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the W. ½ of N. E. qr. of sec. 10, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Israel Oliphant, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Israel Oliphant, and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

618 And John J. Scott, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Margaret Scott, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said John J. Scott, on the said bond, the sum of three hundred and twenty dollars, ($320.00,) secured by mortgage on the following real estate, situated in the county of Atchison, and State of Kansas, to wit: the northeast quarter of section thirty-two, (32,) in township six, (6,) of R. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said John J. Scott pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and twenty dollars, ($320.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the N. E. ¼ of S. 32, T. 6, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said John J. Scott, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said John J. Scott and Margaret Scott, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

619 And Thomas N. Johnson, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Mary J. Johnson, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Thomas N. Johnson, on the said bond, the sum of three hundred and twenty-five dollars, ($325.00,) secured by mortgage on the following real estate, situated in the county of Atchison, and State of Kansas, to wit: the southwest quarter of section No. five, (5,) in township No. seven, (7,) of range No. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said Thomas N. Johnson pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and twenty-five dollars, ($325.00,) with legal interest from the date of this decree, and that in default thereof

the said real estate (th' S. W. ¼ of S. 5, T. 7, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Thomas N. Johnson, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Thomas N. Johnson and Mary J. Johnson, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

620 And Louis Dein, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Linna Dein, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Louis Dein, on the said bond, the sum of three hundred and ninety dollars, ($390.00,) secured by mortgage on the following real estate, situated in the County of Atchison, and State of Kansas, to wit, the northeast quarter of section nine, (9,) in township No. seven, (7,) of range No. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said Louis Dein pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and ninety dollars, ($390.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the N. E. ¼ of S. 9, T. 7, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Louis Dein, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Louis Dein and Linna Dein, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

621 And Harrison Wider, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Ellen Wider, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Harrison Wider on the said bond the sum of one hundred and thirty dollars, ($130.00,) secured by mortgage on the fol-

lowing real estate, situated in the county of Atchison, and State of Kansas, to wit: the southwest quarter of section No. eight, (8,) in township No. seven, (7,) of range No. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said Harrison Wider pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one hundred and thirty dollars, ($130.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S. W. ¼ of S. 8, T. 7, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Harrison Wider, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Harrison Wider and Ellen Wider, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

622 And Mahlon Oliphant, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Rachel B. Oliphant, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Mahlon Oliphant and Rachel B. Oliphant, and the court doth find from the report of the said commissioner that there is due from the said Mahlon Oliphant, on the said bond, the sum of six hundred and thirty-four dollars, ($634.00,) secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit: the northeast quarter of section No. nine, (9,) in township No. seven, (7,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said Mahlon Oliphant pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of six hundred and thirty-four dollars, ($634.00,) with legal interest from the date of this decree, and in default thereof the said real estate (the NE. ¼ of S. 9, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Mahlon Oliphant, as upon judgments at law, for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Mahlon Oliphant and Rachel B. Oliphant, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

623 And James V. Beeson, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said James V. Beeson, and the court doth find from the report of the said commissioner that there is due from the said James V. Beeson, on the said bond, the sum of five hundred and forty dollars, ($540.00,) secured by mortgage on the following real estate, situated in the county of ——— and State of Kansas, to wit: the southeast quarter of section No. twenty, (20,) in township No. seven, (7,) of range No. twenty, (20;) also, the west half of the southwest quarter of section No. twelve, (12,) in township No. seven, (7,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said James V. Beeson pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of five hundred and forty dollars, ($540.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the SE. ¼ of S. 20, T. 7, R. 20, and the W. ½ of the SW. ¼ of S. 12, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said James V. Beeson, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said James V. Beeson, and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

624 And D. D. Hendricks, obligor and mortgagor in two of the bonds and mortgages given to secure the same, in the information herein mentioned and set forth, and Hester Hendricks, his wife, who joined in the execution of the said mortgages, having been duly served with the process of this court, and having filed the answer and allegations of the said Hester Hendricks herein, and the said Hester Hendricks, appearing by Otis & Glick, her counsel, the court doth find that there is due from the said D. D. Hendricks, on the said bonds, the sum of one thousand nine hundred and eighty dollars, secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit, the southwest quarter and the west half of the northwest quarter of section No. six, (6,) in township No. six, (6,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said D. D. Hendrick pay unto this court, to the clerk thereof, for the use of the United States of America, within five months after

625 this date, the said sum of one thousand nine hundred and eighty

dollars, ($1,980.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the southwest quarter and the west half of the northwest quarter of S. 6, T. 6, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution.

And it is further ordered, adjudged, and decreed that the said D. D. Hendricks and Hester Hendricks, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the pur-
626 chaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

627 And Benjamin Ball, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Hannah S. Ball, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Benjamin Ball, on the said bond, the sum of six hundred and fifty dollars, ($650.00,) secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit: the southeast quarter of section No. three, (3,) in township No. seven, (7,) of range No. nineteen, (19;) also, the northwest quarter of section No. ten, (10,) in township No. seven, (7,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said Benjamin Ball pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of six hundred and fifty dollars *dollars*, ($650.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the SE. qr. of sec. 3, T. 7, R. 19, & NW. ¼ of S. 10, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Benjamin Ball, as upon judgments at law, for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Benjamin Ball and Hannah Ball, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

628 And John A. Stephens, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Margaret Stephens, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having, through William O'Brien, claimant herein, entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the

said John A. Stephens, on the said bond, the sum of one hundred and thirty dollars, ($130.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the west half of the northeast quarter of section No. thirty-one, (31,) in township No. six, (6,) of range No. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said John A. Stephens pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one hundred and thirty dollars, *dollars*, ($130.00,) with legal interest from the date of this decree; and that in default thereof, the said real estate (the W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ S. 31, T. 6, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said John A. Stephens as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said John A. Stephens and Margaret Stephens, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

629 And Charles Ball, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Charles Ball; and the court doth find from the report of the said commissioner that there is due from the said Charles Ball, on the said bond, the sum of three hundred and seventeen $\frac{25}{100}$ dollars, ($317.25,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: lots one (1) and two, (2,) in section No. ten, (10,) in township No. seven, (7,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said Charles Ball pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and seventeen & $\frac{25}{100}$ dollars, ($317.25,) with legal interest from the date of this decree, and that in default thereof the said real estate (to wit, L. 1 & 2, in S. 10, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Charles Ball as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Charles Ball, and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

630 And D. C. Davis, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Rebecca Ann Davis, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said D. C. Davis, on the said bond, the sum of seven hundred and twenty dollars, ($720.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the northeast quarter of section twenty-eight, (28,) in township No. five, (5,) of range No. twenty.

It is therefore ordered, adjudged, and decreed by the court that the said D. C. Davis pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of seven hundred and twenty dollars, ($720.00,) with legal interest from the date of this decree; and that in default thereof the said real estate (the NE. ¼ of S. 28, T. 5, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said D. C. Davis as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said D. C. Davis and Rebecca Ann Davis, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

631 And Stephen R. Jones, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Lucinda Jones, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Stephen R. Jones, on the said bond, the sum of four hundred and eighty dollars, ($480.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the southwest quarter of section No. twenty-eight, (28,) in township No. five, (5,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said Stephen R. Jones pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of four hundred and eighty dollars, ($480.00,) with legal interest from the date of this decree; and that in default thereof the said real estate (the SW. ¼ of S. 28, T. 5, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Stephen R

Jones as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Stephen R. Jones and Lucinda, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

632 And Isaac Hascall, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Sarah J. Hascall, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Isaac S. Hascall and Sarah J. Hascall, and the court doth find, from the report of the said commissioner, that there is due from the said Isaac S. Hascall, on the said bond, the sum of three thousand three hundred and sixty dollars, ($3,360.00,) secured by mortgage on the following real estate situated in the county of Atchison, and State of Kansas, to wit: the southeast quarter of the northeast fractional quarter of section No. twenty-seven, (27,) in township No. six, (6,) of range No. seventeen, (17;) also the southeast quarter of section No. twenty-eight, (28,) in township No. six, (6,) of range No. seventeen, (17;) also the southeast quarter of the northeast quarter of section No. twenty-nine, (29,) in township No. six, of range No. seventeen, (17;) also lots Nos. ten, (10,) eleven, (11,) twelve, (12,) and thirteen, (13,) in block No. ten, (10,) in the city of Atchison.

It is therefore ordered, adjudged, and decreed by the court that the said Isaac S. Hascall pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three thousand three hundred and sixty dollars, ($3,360.00,) with legal interest from the date of this decree; and that in default thereof the said real estate, the SE. qr. of NE. ¼ of S. 27; the SE. qr. of S. 28; and the SE. ¼ of NE. ¼ S. 29, all in T. 6, R. 17; also lots 10, 11, 12, & 13 in block No. 10 in city of Atchison, be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas, regulating sales under execution, and that execution against the said Isaac S. Hascall as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Isaac S. Hascall and Sarah J. Hascall, and all persons claiming under them, be and they are hereby forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

633 And Robert W. Hancock, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Eliza M. Hancock, his wife, who

joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Robert W. Hancock on the said bond the sum of three hundred dollars, ($300.00,) secured by mortgage on the following real estate situate in the county of Atchison and State of Kansas, to wit: the southeast quarter of section No. fifteen, (15,) in township No. five, (5,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said Robert W. Hancock pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred dollars, ($300.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S. E. ¼ of S. 15, T. 5, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Robert W. Hancock as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Robert W. Hancock and Eliza M. Hancock, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

634 And John L. Thompson, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Isabella Thompson, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said John L. Thompson, on the said bond, the sum of one hundred and twenty dollars, ($120.00,) secured by mortgage on the following real estate situated in the county of Atchison, and State of Kansas, to wit, the west half of the northeast quarter of section No. five, (5,) in township No. six, (6,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said John L. Thompson pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one hundred and twenty dollars, ($120.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the W. ½ of NE. ¼ of S. 5, T. 6, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said John L. Thompson as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said John L. Thompson and Isabella Thompson, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in,

and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

635 And Thomas H. Storts, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and A. R. Storts, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Thomas H. Storts and A. R. Storts; and Sarah J. Sightfoot having filed her claim as to lots 12 & 13, in block 36, in Challiss' addition to the city of Atchison, including in said mortgage, the court, on hearing the said claim and proof in support therefore, it appears to the court that the said claimant is entitled to said real estate free from the lien of said mortgage, and as to said lien on said lots 12 & 13 this cause is dismissed; and the court doth find from the report of the said commissioner, that there is due from the said , on the said bond, the sum of six hundred and thirty-nine $\frac{18}{100}$ dollars, ($639.18,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit, the east half of the southeast quarter of section No. six, (6,) in township No. five, (5,) of range No. nineteen, (19;) also lot eleven, (11,) in block No. thirty-six, (36,) in Challiss' addition to the city of Atchison.

It is therefore ordered, adjudged, and decreed by the court that the said Thomas H. Storts pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of six hundred and thirty-nine $\frac{18}{100}$ dollars, ($639.18,) with legal interest from the date of this decree, and that in default thereof the said real estate (E. $\frac{1}{2}$ of SE. $\frac{1}{4}$ of S. 6, T. 5, R. 19, & lot No. 11, in B. No. 36, in Challiss' addition to the city of Atchison,) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Thomas H. Storts as upon judgments at law, for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Thomas H. Storts and A. R. Storts, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

636 And John Rothwell, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Sarah Rothwell, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said John Rothwell and Sarah Rothwell; and the

court doth find from the report of the said commissioner that there is due from the said John Rothwell, on the said bond, the sum of one thousand one hundred and fifty-two dollars ($1,152.00) secured by mortgage on the following real estate, situated in the county of Atchison, and State of Kansas, to wit: The southeast quarter of section No. twelve, in township No. seven, (7,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said John Rothwell pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the sum of one thousand one hundred and fifty-two dollars, ($1,152.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S. D. ¼ of S. 12, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said John Rothwell, as upon judgments at law, for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed, that the said John Rothwell and Sarah Rothwell, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed, that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

637 And John S. Rust, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Mahala Rust, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said John S. Rust, on the said bond, the sum of three hundred and sixty dollars, ($360.00,) secured by mortgage on the following real estate, situated in the county of Atchison and State of Kansas, to wit: The northeast quarter (except 35 acres off the north side) of section No. thirty-three, (33,) in township No. five, (5,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said John S. Rust pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of three hundred and sixty dollars, ($360.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (N. E. ¼, ex' 35 a' off N. side of S. 33, T. 5, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said John S. Rust, as upon judgments at law, for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said John S. Rust and Mahala Rust, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mort-

gaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

638 And Watson Stewart, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and W. P. Lamb, claimant herein, having filed their answer and allegations in this cause, the court doth find that there is due from the said Watson Stewart, on the said bond, the sum of one thousand six hundred and fifty-six dollars, ($1,656.00,) and that the said claimant has made out a sufficient and valid title to the said real estate as against the lien of said mortgage thereon.

It is therefore ordered, adjudged, and decreed by the court that the said pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one thousand six hundred and fifty-six dollars, ($1,656.00,) with legal interest from the date of this decree; and that in default thereof execution issue, as upon judgments, at law against the said Watson Stewart to make the amount thereof.

639 And Thomas H. Duncan, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Sarah Duncan, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Thomas H. Duncan, on the said bond, the sum of two hundred and sixty dollars, ($260.00,) secured by mortgage on the following real estate, situated in the county of Atchison, and State of Kansas, to wit: The north half of the east half of the northeast quarter of section No. ten, (10,) in township No. seven, (7,) of range No. nineteen, (19.)

It is therefore ordered, adjudged, and decreed by the court that the said Thomas H. Duncan pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of two hundred and sixty dollars, ($260.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (N. ½ of E. ½ of N. E. ¼ S. 10, T. 7, R. 19) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution.

And it is further ordered, adjudged, and decreed that the said Thomas H. Duncan and Sarah Duncan, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

640 And Andrew J. Petifish, obligor and mortgagor in one of the bonds and mortgage given to secure the same, in the information herein mentioned and set forth, and Parthena M. Petifish, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to

enter their appearance, or to answer to the citations herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Andrew J. Petifish and Parthena M. Petifish; and the court doth find from the report of the said commissioner that there is due from the said Andrew J. Petifish, on the said bond, the sum of one thousand three hundred and forty-four dollars ($1,344.00,) secured by mortgage on the following real estate, situated in the county of Atchison, and State of Kansas, to wit: The northwest quarter of *of* section No. 29, in township 6, of range 20; also lot one, (1,) in block J J, in the city of Atchison.

641 And A. G. Otis, administrator of David Hindman, deceased, having filed his claim and proof herein, the court doth find that by a decree of the district court of the State of Kansas, in and for the county of Atchison, rendered on the 9th day of October, A. D. 1861, in a suit wherein the said David Hindman was plaintiff and Andrew J. Petifish, Edward S. Brown, and Lewis A. Alderson were defendants, the said mortgage was declared void as against the rights and claims of the said David Hindman, and the said real estate decreed to be sold to satisfy the claim of the said David Hindman.

It is therefore ordered, adjudged, and decreed by the court that the said Andrew J. Petifish pay into this court, to the clerk thereof, within five months from this date, for the use of the United States of America, the said sum of one thousand three hundred and forty-four dollars, ($1,344.00) with legal interest from the date of this decree, and that in default thereof execution issue, as in judgments at law, to make the said amount of his goods and chattles, lands, and tenements.

642 And it is further ordered that the district attorney of the United States apply to the district court of the State of Kansas, for the county of Atchison, for an order that the sheriff of said county pay any surplus arising from any sale made under the said decree so rendered by said court, over and above the amount of said decree and costs, into this court, for the use of the United States, and that for this purpose the clerk of this court furnishes said attorney with certified copy of the portion of this decree relating to the said bond and mortgage executed by the said Andrew J. Petifish.

643 And George W. Larrison, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Elizabeth Larrison, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance or answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said George W. Larrison and Elizabeth Larrison; and the court doth find, from the report of the said commissioner, that there is due from the said George W. Larrison, on the said bond, the sum of one hundred and ninety-two dollars, ($192.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the northeast quarter, except 4 acres, of section No. eleven, (11,) in township No. five, (5,) in range No. nineteen.

It is therefore ordered, adjudged, and decreed by the court that the said George W. Larrison pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of one hundred and ninety-two dollars, ($192.00,) with legal interest from the date of this decree; and that in default thereof the said real estate (the NE. ¼, except 4 acres, of S. 11, T. 5, R. 19) be

appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said George W. Larrison as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said George W. Larrison and Elizabeth Larrison, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

644 And Andrew J. Rothwell, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Polly Ann Rothwell, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance, or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Andrew J. Rothwell and Polly Ann Rothwell; and the court doth find from the report of the said commissioner that there is due from the said Andrew J. Rothwell on the said bond the sum of five hundred and seventy-six dollars, ($576,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the northwest fractional quarter of section No. eighteen, (18,) in township No. seven, (7,) of range No. twenty.

It is therefore ordered, adjudged, and decreed by the court that the said Andrew J. Rothwell pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of five hundred and seventy-six dollars, ($576.00,) with legal interest from the date of this decree; and that in default thereof the said real estate (NW. fr. ¼ of S. 18, T. 7, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Andrew J. Rothwell as upon judgments at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Andrew J. Rothwell and Polly Ann Rothwell, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of said premises upon production of the marshal's deed for the same.

645 And Charles Holbert, obligor and mortgagor in one of the bonds and mortgage, given to secure the same, in the information herein mentioned and set forth, and Ellen Holbert, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allega-

tions in the said citation and in the information herein be taken for confessed as against the said Charles Holbert and Ellen Holbert; and the court doth find, from the report of the said commissioner, that there is due from the said Charles Holbert, on the said bond, the sum of one thousand and thirty-seven dollars ($1,037.00) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the northeast quarter of section No. twenty-nine, (29,) in township No. five, (5,) of range No. twenty; and the court doth
646 further find from the claim, answer, and proof filed herein by Donald Carmichael, sheriff of Atchison County, in the State of Kansas, that on the 10th day of March, A. D. 1862, a decree was rendered in the district court of the State of Kansas, for the county of Atchinson, against the said Holbert and in favor of the said Edward S. Brown and other creditors of said Holbert, by which said mortgage was declared to be a first lien on the said real estate and ordering a sale thereof, and that certain costs and fees, according to the offices of said court, and amounting to $101.40, in the said suit wherein said decree was rendered, are unpaid.

It is therefore ordered, adjudged, and decreed by the court that the district attorney of the United States for the district of Kansas file a certified copy of that portion of this decree which relates to the bond and mortgage executed by said Charles Holbert to said Edward S. Brown and the judgment rendered thereon in the said district court, (to be furnished by the clerk of this court,) in the said district court
647 of the State of Kansas, for the county of Atchison, and obtain leave of said court to cause to be issued therefrom an order of sale of said premises, and an order that on the confirmation of such sale, the sheriff of said county pay into this court, for the use of the United States of America, (after deducting the costs and fees aforesaid, and the costs of sale,) such portion of the proceeds of the said sale as were by the order and decree of the said court to be paid to the said Edward S. Brown, and that he apply to the said court for a like order for issuance of execution for any remainder of said decree due after applying the proceeds of said sale and for paying the same into this court.

648 And Philip Link, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Mary Link, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having entered their appearance and filed their answer and allegations in this cause, the court doth find that there is due from the said Philip , on the said bond, the sum of four hundred and eighty dollars, ($480.00,) secured by mortgage on the following real estate situated in the county of Atchison and State of Kansas, to wit: the northwest quarter of section No. twenty-eight, (28,) in township No. five, (5,) of range number twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said Philip pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of four hundred and eighty dollars, ($480.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the NW. ¼ of S. 28, T. 5, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Philip Link, as upon judgments

at law for any remainder due upon this decree, after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Philip Link, and Mary, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

649 And James M. Calvert, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said James M. Calvert, and the court doth find, from the report of the said commissioner, that there is due from the said James M. Calvert, on the said bond, the sum of five hundred and twenty-eight dollars, ($528.00,) secured by mortgage on the following real estate situated in the county of Leavenworth and State of Kansas, to wit, the northwest quarter of section number ten, (10,) in township No. eight, (8,) of range number twenty-two, (22.)

It is therefore ordered, adjudged, and decreed by the court that the said James M. Calvert pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of five hundred and twenty-eight dollars, ($528.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the N. W. ¼ of S. 10, T. 8, R. 22) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said James M. Calvert as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said James M. Calvert, and all persons claiming under him, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

650 And Susannah Henson, who joined with her husband in the execution of the mortgage on the following-described real estate, situated in the county of Leavenworth and State of Kansas, to wit, the southwest quarter of section No. twenty-seven, (27,) in township No. seven, (7,) of range No. twenty, (20,) in the information described herein, having been duly served with the process of this court, and failing to appear and answer herein, and a sale of said real estate having been heretofore decreed in this cause, it is ordered, adjudged, and decreed by the court that the said Susannah Henson, as well as her said husband, Andrew Henson, jr., be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgage' premises from and after said sale.

And Jemima Sparks, who joined with her husband, William Sparks, in the execution of the mortgage on the following-described real
651 estate, situate in the county of Leavenworth and State of Kansas, to wit, the northwest quarter of section (34,) thirty-four, in township No. eight, (8,) of range No. twenty, (20,) in the information herein described, having been duly served with the process of the court, and having filed her answer herein, and a sale of said real estate having been heretofore decreed in this cause, it is ordered, adjudged, and decreed by the court that the said Jemima Sparks, as well as her said husband, William Sparks, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises from and after said sale.

652 And Samuel E. Edwards, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Mary Ann Edwards, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and the said Samuel E. Edwards having filed his answer and allegations in this cause, the court doth find that there is due from the said Samuel E. Edwards, on the said bond, the sum of four hundred and eighty dollars, ($480.00,) secured by mortgage on the following real estate situated in the county of Leavenworth, and State of Kansas, to wit, the southwest quarter of section No. twenty-six, (26,) in township No. seven, (7,) of range No. twenty-one.

It is therefore ordered, adjudged, and decreed by the court that the said Samuel E. Edwards pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of four hundred eighty dollars, ($480.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (S. W. ¼ S. 26, T. 7, R. 21) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution; and that execution issue against the said Samuel E. Edwards as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Samuel E. Edwards and Mary Ann Edwards, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

To the rendition of which said decree against him, the said Samuel E. Edwards, by L. B. Wheat, esq., his counsel, excepts in open court.

653 And James Bosley, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Hannah M. Bosley, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and the said James Bosley having filed their answer and allegations in this cause, the court doth find that there is due from the said James Bosley, on the said bond, the sum of eight hundred and forty dollars, ($840.00,) secured by mortgage on the following real estate situated in the county of Leavenworth and State of Kansas, to

wit: the northwest quarter of section No. fourteen, and the east half of the northeast quarter of section No. fifteen, all in township No. eight, (8,) of range No. twenty-one, (21.)

It is therefore ordered, adjudged, and decreed by the court that the said James Bosley pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of eight hundred and forty dollars, ($840.00,) with legal interest from the date of this decree, and that in default thereof the said real estate, N. W. ¼ of S. 14, & E. ½ of N. E. ¼ of S. 15, T. 8, R. 21, be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said James Bosley as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said James Bosley and Hannah M. Bosley, and all persons claiming under them, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

654 To the rendition of which said decree, as against him, the said James Bosley, by L. B. Wheat, esq., his counsel, excepts.

And Sarah Ann C. Crane, who joined with her husband, Jackson B. Crane, in the execution of the mortgage on the following-described real estate, situate in the county of Leavenworth and State of Kansas, to wit, the northeast fractional quarter of section No. five, (5,) in township No. eight, (8,) of range No. twenty-one, (21,) in the information herein described, having been duly served with the process of this court and having filed her answer in this cause, it is ordered, adjudged, and decreed by the court that the said Sarah Ann C. Crane, as well as her said husband, Jackson B. Crane, be and they are hereby forever barred and foreclosed of and from all equity of redemption and all right, title, and interest in and to the said mortgaged premises from and after said sale.

655 And Marion Todd and Mary P. Todd, obligors and mortgagors in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Marion Todd and Mary P. Todd, and the court doth find, from the report of the said commissioner, that there is due from the said Marion Todd and Mary P. Todd on the said bond the sum of seven hundred dollars, ($700.00,) secured by mortgage on the following real estate, situated in the county of Leavenworth and State of Kansas, to wit, the northwest quarter of section No. twenty-nine, (29,) and the north half of the northeast quarter of section No. thirty, (30,) all in township No. nine, (9,) of range No. twenty-two, (22.)

It is therefore ordered, adjudged, and decreed by the court that the said Marion Todd and Mary P. Todd pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of seven hundred dollars, ($700.00,) with legal interest from the date of this decree, and that in default thereof

the said real estate (the N.W. ¼ of sec. 29 and the N. ½ of N.E. ¼ of S. 30, T. 9, R. 22) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Marion Todd and Mary P. Todd as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Marion Todd and Mary P. Todd, and all persons claiming under them, be and they are hereby forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

656 And Robert L. Merchant, obligor and mortgagor in one of the bonds, and mortgage given to secure the same, in the information herein mentioned and set forth, and Mary Ann Merchant, his wife, who joined in the execution of the said mortgage, having been duly served with the process of this court, and having failed to enter their appearance or to answer to the citation herein, it is ordered by the court that the allegations in the said citation and in the information herein be taken for confessed as against the said Robert L. Merchant and Mary Ann Merchant, and the court doth find, from the report of the said commissioner, that there is due from the said Robert L. Merchant on the said bond the sum of four hundred and twenty dollars, ($420.00,) secured by mortgage on the following real estate, situated in the county of Leavenworth and State of Kansas, to wit, the south half of the southwest quarter of section No. thirty-three, (33,) in township No. seven, (7,) of range No. twenty-two.

It is therefore ordered, adjudged, and decreed by the court that the said Robert L. Merchant pay into this court, to the clerk thereof, for the use of the United States of America, within five months after this date, the said sum of four hundred and twenty dollars, ($420.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S. ½ of S.W. ¼ of S. 33, T. 7, R. 22) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said Robert L. Merchant as upon judgments at law for any remainder due upon this decree after applying the proceeds of said sale.

And it is further ordered, adjudged, and decreed that the said Robert L. Merchant and Mary Ann Merchant, and all persons claiming under them, be and they are hereby forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the purchaser at said sale be let into the possession of the said premises upon production of the marshal's deed for the same.

657 And Eliza Kenedy, who joined with her husband, Lawrence Kenedy, in the execution of the mortgage upon the following-described real estate, situated in the county of Leavenworth and State of

Kansas, to wit, the northeast quarter of section twelve, (12,) in township No. eight, (8,) of range No. twenty-one, (21,) having been duly served with the process of this court and having filed her answer herein, and a sale of the said real estate having been heretofore decreed in this cause, it is ordered, adjudged, and decreed by the court that the said Eliza Kennedy, as well as her said husband, Lawrence Kennedy, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises, and every part and parcel thereof, from and after said sale.

And it is further ordered, adjudged, and decreed that the said debtors against whom execution is awarded in this decree pay all costs that may accrue upon the said executions against them respectively, to be collected under and by virtue of said respective executions.

658 And it is further ordered, adjudged, and decreed that the said rights and credits, bonds and mortgages, in the said information mentioned and on which this decree has been rendered, be, and the same are hereby, condemned as forfeited to the United States of America, for the causes in and to answer the prayer of the said information; and the obligors, mortgagors, and debtors herein, against whom decree or decrees are pronounced herein, are hereby adjudged and decreed to stand absolutely discharged from any indebtedness or liability thereon to the said Edward S. Brown, and to owe the same to the United States of America, as is herein above decreed, and to be paid and collected as aforesaid ordered.

By virtue of the power conferred by the 8th section of the act of Congress entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," approved July 17, 1862, it is ordered by the court that there be, and hereby is, allowed to Robert Crozier, esq., United

659 States district attorney, as his fee in the above-entitled cause, the sum of twelve hundred dollars, ($1,200.00,) payable by the United States of America, the same being a fee reasonable and proper in the premises.

Add final record.

And afterwards, to wit, at the term aforesaid of the court aforesaid, and on the 6th day of July, A. D. 1863, the following proceedings were had in this cause, that is to say:

MONDAY, *July* 6, *A. D.* 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR THE PAYMENT OF $600.00, AND other bonds, payable to Edwards S. Brown. } No. 141. Information.

On motion of the United States district attorney it is ordered by the court that the decree heretofore rendered in this cause, to wit, on the 5th day of June, A. D. 1863, so far as this relates to the bonds executed by D. D. Hendricks, and secured by mortgages executed by D. D. Hendricks and Hester Hendricks, his wife, dated, respectively, September 12, 1859, and May 19, 1860, be, and the same is hereby, amended and ordered to be entered nunc pro tunc as of the 5th day of June, A. D. 1863, so as to read as follows, that is to say:

660 And as to D. D. Hendricks, obligor and mortgagor in *in* two of

the bonds and mortgages given to secure the same, and Hester Hendricks, his wife, who joined in the execution of the said mortgages, and who have been duly served with the process of this court, now comes the United States district attorney and suggests to the court here the death of the said D. D. Hendricks, and that the said Hester Hendricks has been duly appointed administratrix of his estate; and the said Hester Hendricks having filed her answer and allegations herein as administratrix aforesaid, the court doth find that there is due from the estate of the said D. D. Hendricks on the said bond the sum of one thousand nine hundred and eighty dollars, secured by mortgage on the following real estate, situate in the county of Atchison and State of Kansas, to wit, the southwest quarter and the west half of the northwest quarter of section No. six, (6,) in township No. six, (6,) of range No. twenty, (20.)

It is therefore ordered, adjudged, and decreed by the court that the said Hester Hendricks pay unto this court, out of the assets of said estate, to the clerk thereof, within five months from this date,
661 (June 5, 1863,) for the use of the United States of America, the said sum of one thousand nine hundred and eighty dollars, ($1,980.00,) with legal interest from the date of this decree, and that in default thereof the said real estate (the S. W. ¼ and the W. ½ of the N. W. ¼ of S. 6, T. 6, R. 20) be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution.

And it is further ordered, adjudged, and decreed that this said Hester Hendricks be, and she is hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said real estate from and after said sale, and that the purchaser at said sale be let into the possession of the said premises on production of the marshal's deed for the same.

And, on motion of the United States district attorney, it is ordered by the court that a writ of citation issue herein directed to the marshal
662 of the district of Kansas, commanding him to cite and notify John D. Hendricks, William M. Hendricks, David D. Hendricks, and Henry J. Hendricks, heirs of the said D. D. Hendricks, that on or before the 12th day of October, A. D. 1863, they be and appear before this court, then and there to show cause, if any they have, why they should not be barred and foreclosed of any and all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises from and after the said sale so as above decreed.

And afterwards, to wit, on the 17th day of July, A. D. 1863, in pursuance of the above-recited order, there issued from the office of the clerk of the said court a writ of citation in words and figures as follows, that is to say:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

In the district court of the United States for the district of Kansas, greeting:

Whereas the United States of America, by Robert Crozier, esq., United States district attorney, filed in the district court of the United States for the district of Kansas their information alleging a seizure by the marshal of the United States for said district of the following-described

663 property, credits, bonds, and mortgages: a bond for the payment of $600.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, to Edward S. Brown by D. D. Hendricks, and secured by mortgage of same date, executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 289, on the following real estate in said county, viz, the west half and the northwest quarter of section 6, in township 6, of range 20; also, a bond for the payment of $1,200.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by D. D. Hendricks to said Edward S. Brown, and secured by mortgage of same date executed by said D. D. Hendricks and Hester Hendricks to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 369, on the following real estate in said county, viz. the west half of section 6, in township 6, of range 20; and the interest thereto and therein of the said Edward S. Brown, and praying a decree
664 of forfeiture and condemnation thereof for the causes alleged in said information.

And whereas afterwards, to wit, on the 5th day of June, A. D. 1863, it was ordered and decreed by the said court that the said property, bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said Edward S. Brown be, and the same was thereby, condemned and declared forfeited to the United States of America; and which said order and decree directed that the said southwest quarter and the west half of the northwest quarter of section No. six, (6,) in township No. six, (6,) of range No. twenty, (20,) in said county, should be sold by the marshal of the district of Kansas in default of the payment of the amount due on said bonds, and that John D. Hendricks, William M. Hendricks, David D. Hendricks, and Henry T. Hendricks, heirs of the said D. D. Hendricks, be cited to appear and answer in the premises, and show cause, if any they have, why they should not be barred and foreclosed of all equity of redemption and of all right, title, and interest of, in, and to the said real estate from and after said sale.

You are therefore hereby commanded to cite and notify the
665 said John D. Hendricks, William M. Hendricks, Daniel D. Hendricks, and Henry T. Hendricks, heirs of the said D. D. Hendricks, that on or before the 12th day of October, A. D. 1863, they be and appear before our said court, at Topeka, in said district, then and there to answer and show cause, if any they have, why they should not be barred of all equity or right of redemption therein from and after said sale, of, in, and to said real estate.

Witness the Hon. Archibald Williams, judge of our said court, with the seal thereof affixed, at Topeka, in said district, this 17th day of July, A. D. 1863.

[SEAL.] JOHN T. MORTON, *Clerk.*

And which said writ of citation is endorsed in words and figures as follows, that is to say: No. 141. District court of the United States, district of Kansas. The United States vs. A Bond for $600.00 et al. Citation issued July 17, 1863. Returnable October 12, 1863. Filed 1863. John T. Morton, clerk.

And which said writ of citation was afterwards, to wit, on the day of A. D. 1863, returned into the office of the clerk of the said court, by the marshal of the United States for said district of Kansas, with a return of his doings endorsed thereon in words and figures as follows, that is to say:

666 *Order.*

Afterwards, to wit, at a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 12th day of October, A. D. 1863—present, Hon. Mark W. Delahay, judge—at which term of said court, among other proceedings, the following were had and appear of record in the words and figures following, to wit:

FRIDAY, *October* 16, *A. D.* 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR THE PAYMENT OF $600 IN twelve months after date, &c., made by George T. Challis to Edward S. Brown, and secured by mortgage, and 37 other bonds secured by mortgages in Atchinson County, Kansas, and
SAME
vs.
LOT NO. 20, BLOCK NO. 15, LEAVENWORTH City, and ten (10) mortgages and bonds in favor of said Brown in Leavenworth County, &c.

No. 140 & 141. Libel.

667 It is ordered by the court that in the above-entitled causes Robert Crozier, esq., U. S. district attorney, be and he is hereby, allowed the sum of twenty-five hundred dollars as his fee in said cause, the same being a reasonable and proper fee.

WEDNESDAY, *November* 25, 1863.

THE UNITED STATES
vs.
A NOTE FOR $600 ET AL.

Now comes the defendant George T. Challis, by George W. Glick, esq., his attorney, and makes payment into open court of one thousand dollars on the decree heretofore entered against him in this cause, and moves the court that stay of order of sale be granted in favor of said defendant; whereupon it is ordered by the court that order of sale be stayed in favor of said defendant George T. Challis for the period of ninety days from the date hereof, and that if the said defendant at the expiration of that time shall have paid one-half of the amount of said decree then remaining unpaid, then that order of sale be stayed until the first day of the next regular term of this court.

668 FRIDAY, *November* 27, 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 AND OTHER BONDS SEIZED as the property of Edward S. Brown.

Now comes the defendant Lawrence Kennedy, by H. Miles Moore, esq., his attorney, and makes payment into open court of the sum of five hundred dollars on the decree heretofore rendered against him in this cause, and moves the court that stay of order of sale be granted in favor of said defendant; whereupon it is ordered by the court that order of sale be stayed in favor of said defendant Lawrence Kennedy until the first day of the next regular term of this court.

And now, also, comes the defendant William Sparks, by H. Miles Moore, esq., his attorney, and makes payment into open court of the sum of two hundred dollars on the decree heretofore entered against him in this cause, and moves the that stay of order of sale be granted in favor of said defendant; whereupon it is ordered by the court that
669 order of sale be stayed in favor of said defendant William Sparks for the period of ninety days from the date hereof, and that if the said defendant by that time shall have paid one-half of the amount of said decree remaining unpaid, then that order of sale be stayed until the first day of the next regular term of this court.

On the 24th day of November, 1863, the affidavit of John Rothwell was filed herein, which is in words and figures as follows, to wit:

Affi. of John Rothwell.

U. S. dist. court, dist. of Kansas.

U. S. OF AMERICA }
vs. }
JOHN ROTHWELL. }

JOHN ROTHWELL, being duly sworn according to law, deposes and says that he is the defendant in a certain suit in the above-named court, in who proceedings were taken to confiscate a debt due from him to one Edward S. Brown; that notice of said proceedings was served on him some time in May, but affiant cannot state the time; and at that time he was lying very sick, & remained so for about three months
670 before he was able to be out to attend to his business; that affiant thinks that at the time the papers or notices was served on him & explained to him, he requested they should be sent to Messers. Otis & Glick, but afterwards heard that they had never *secured* them, but was informed by a Mr. W. P. Lamb that he had attended to the suit for this affiant, & that the judgment against affiant was for $720; but affiant says that when he was able to attend to his business he went to see Otis & Glick about the matter, & Mr. Glick showed him an abstract of the case showing a judgment against affiant for $1,152; & affiant learned these facts only on the 7th of November, A. D. 1863.

Affiant further that the delay in not making his defence and fully answering to said notice and proceedings was on account of his sickness, as aforesaid, and for no other reason; & as soon as he learned the condition of the matter, prepared to fully answer said case if the court should allow the default to be set aside.

Affiant further states that he also heard that the statements made to him by Mr. W. P. Lamb about this matter, as herein stated, are untrue.

671 Affiant further says he has, as he believes, a good, valid defence to the said proceedings except as to the sum of $720, & no more. Further affiant saith not.

his
JOHN + ROTHWELL.
mark.

Sworn to & subscribed before me this 21st day of Nov., 1863.
[SEAL.] ALFRED G. OTIS,
Notary Public.

[Stamp 5 c'ts.]

(Endorsed:) U. S. of America vs. John Rothwell. Filed Nov. 24, 1863. F. G. Adams, clerk.

On the 24th day of November, A. D. 1863, the answer of John & Sarah Rothwell was filed in said cause; which is in words and figures as follows:

Answer of John & Sarah Rothwell.

In the district court of the United States for the district of Kansas, October T., A. D. 1863.

THE UNITED STATES
vs.
A BOND FOR $300 ET ALS., ALLEGED TO BE due to Edward S. Brown. } Answer of John & Sarah Rothwell.

To the honorable the judge of the district court above named:

The answer of John & Sarah Rothwell, notified to appear and answer in this cause as to their indebtedness to Edward S. Brown, respectfully shows:

672 These respondents admit and say that on the 19th day of May, A. D. 1860, the said John Rothwell executed and delivered to said Edward S. Brown his bond for $720, due and payable twelve months thereafter, & secured the payment thereof by deed of mortgage on the southeast quarter of section 12, township No. 7, range No. 19, in Atchison County, Kansas, executed by both these respondents. But respondents say that said bond, by its terms, did not draw interest until it was due; that the amount of money received therein by said Rothwell was $600, & no more; and that interest thereon until due, at 20 pr. ct. per annum, was computed in and made part of said promissory note or bond. But respondent further says that they do not know whether said Brown owned or had any interest in said bond at its maturity or afterwards, or now has any. They further state that he, John Rothwell, was ready, at the maturity of said bond, to pay the same in full, has ever since been ready, & is now ready, to pay the said sum of $720 to whomsoever is lawfully entitled thereto; that soon after the execution
673 of said bond said E. S. Brown left the State of Kansas, & has never since returned, & left no authorized agent in said State to whom said bond could lawfully be paid; & that since the maturity of said bond, & at that time, Edward S. Brown was within the insurrectionary district now in rebellion to the Government of the United States, as respondents are informed and verily believes, where then respondents could not lawfully go and tender the amount due on said bond & obtain a discharge thereof.

Wherefore respondents say they are only indebted on said bond in the principal sum thereof, to wit, the said sum of $720.00, which amt. these respondents admit to be due thereon, & which they are ready to pay as this honorable court shall order; & pray that all their legal rights in the premises may be fully protected; & having fully answered, they ask to be dismissed with their reasonable costs.

JOHN ROTHWELL &
SARAH ROTHWELL,
By G. W. GLICK,
Their Atty. & Proctor.

John Rothwell, being first duly sworn, states on oath *states* that
674 he is one of the above-named respondents, & that the matters and things set forth and stated in said answer are true in substance & in fact; & further saith not.

JOHN his + mark. ROTHWELL.

Subscribed in my presence & sworn to before me by John Rothwell this 21st day of November, A. D. 1863.

[SEAL.] ALFRED G. OTIS,
Notary Public.

[Stamp, 5 cts.]

(Endorsed:) The United States. One bond for $600 et als. Answer of John & Sarah Rothwell. Filed November 24, 1863. F. G. Adams, clerk. G. W. Glick.

Order.

And afterwards, to wit, at the said October T., 1863, of said court, begun and held as aforesaid, proceedings were further had herein in words and figures as follows, to wit:

FRIDAY, *November* 27, 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 & 37 OTHER BONDS AND mortgages, seized as the property of E. S. Brown. } No. 141. Libel.

Now comes John Rothwell, obligor and mortgagor in one of the
675 bonds and mortgages herein, by Otis & Glick, his counsel, and on affidavit filed the default of the said Rothwell herein is set aside, and thereupon the said Rothwell files his answer and obligation herein, which are taken by the court to be true; and it is thereupon ordered by the court that the decree herein, so far as the same relates to the said Rothwell and the said bond executed by him, (the same being on page 525 of this journal,) be, and the same is hereby, amended so as to order the said John Rothwell to pay into court the sum of seven hundred and twenty dollars, instead of the sum of $1,152.00; and that said decree as to said John Rothwell may be satisfied and discharged in full by payment of the said sum of $720, with legal interest from the 5th day of June last.

FRIDAY, *November* 27, 1863.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 AND OTHER BONDS, SEIZED as the property of Edward S. Brown.

Now comes the United States of America, by Robert Crozier,
676 esq., U. S. attorney; and John D. Hendricks, William N. Hendricks, Daniel D. Hendricks, and Henry J. Hendricks, heirs of D. D. Hendricks, one of the obligors herein, having been duly served with the citation herein, and having failed to make their answers and allegations in this behalf, it is ordered and decreed by the court that the allegations in libel and citation herein be taken for confessed as against

them; and upon the sale being made, as ordered in the decree herein entered July 6, 1863, they, the said John D. Hendricks, William N. Hendricks, Daniel D. Hendricks, and Henry J. Hendricks, be, and they are hereby, barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises.

Execution.

And on this day, to wit, Dec. 3, 1873, the clerk of said district court issued an execution in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Kansas, ss:

677 The United States of America to the marshal of the United States for said district, greeting:

Whereas the United States of America, on the fifth day of June, A. D. 1863, obtained judgment before the district court of the United States for the district of Kansas, sitting in Topeka, for the trial of causes arising under the Constitution and laws of the United States, against Watson Stewart for the sum of sixteen hundred and fifty-six dollars debt, together with interest on said debt, and damages, at the rate of seven per cent. per annum from date of judgment until paid, and also for the sum of two $\frac{30}{100}$ dollars, as cost in this behalf expended:

These are, therefore, to command you that of the goods and chattels of the said Watson Stewart you cause to be made the debt, damages, and cost aforesaid, and for want of goods and chattels, you cause the same to be made of the lands and tenements of the said Watson Stewart, and that you have the same before the court aforesaid in sixty days from this date, at the city of Topeka aforesaid, and that you then
678 and there certify how you have executed this writ.

Witness the Hon. Mark W. Delahay, judge, with the seal of said court affixed, at Topeka aforesaid, this the 3d day of December, A. D. 1863.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. Gen. No. 140 & 141, ex. No. 151. Issued Dec. 3, 1863, returnable in sixty days. The United States *vs.* A Bond of $600 et al. Execution *vs.* Watson Stewart. Debt $1,656. Clerk $2.30. R. Crozier, attorney for U. S.

Marshal's return.

Received this writ Dec. 3d, 1863. After careful and dilligent search, I can find no goods or chattels or real estate to make any portion of the within execution.

JAMES L. McDOWELL,
U. S. Marshal.

Miles, 112, 11.20; service, 1, 3.00—14.20.
Filed Dec. 28, 1863. F. G. Adams, clerk.

Order of sale.

And on this day, to wit, Dec. 5, 1863, the clerk of said district court issued an order of sale in said cause, which, with endorsements thereon, is in words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

Whereas, at the April term, A. D. 1863, of the United States
679 district court for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed by the said court that Squire Wade and Elizabeth Wade should pay into the said court, within five months from and after said date, for the use of the United States of America, the sum of one thousand and twenty ($1,020) dollars, with legal interest from the date of said decree, and that in default of said payment, the following real estate, to wit, the southwest quarter of section twenty-nine, (29,) town. six, (6,) range twenty-one, (21,) situate in the county of Atchison and State of Kansas, should be appraised, advertised, and sold, by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution; and whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the real estate
aforesaid described to be appraised, advertised, and sold, ac-
680 cording to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court. You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 5th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140 & 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against Squire Wade and Elizabeth Wade. Amount of decree, $1,020. Robert Crozier, esq., U. S. attorney. Paid clerk Dec. 3rd, 1863, $895. Afterwards, to wit, January 26, 1863, returned with the marshal's return thereon endorsed in words and figures as follows:

Received this writ December 4th, 1863. Time given without
681 advertising. Defendant will pay balance without sale. Miles, 40, $4.00.

JAMES L. McDOWELL,
U. S. Marshal.

Filed Jun. 26, 1864. F. G. Adams, clerk.

Order of sale.

And on this day, to wit, Dec. 5, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America to the marshal of the *marshal of the* United States of America for the district of Kansas:

Whereas, at the October term, A. D. 1863, of the United States district court within and for the district of Kansas, to wit, on the 27th day

of November, A. D. 1863, by a decree of said court then rendered, it was ordered and adjudged and decreed that John Rothwell and Sarah Rothwell should pay into said court, for the use of the United States of America, the sum of seven hundred and twenty ($720) dollars, with legal interest from the fifth day of June, A. D. 1863, and in default of said payment then the following-described real estate,
682 to wit, the southeast quarter of section twelve, (12,) town. seven, (7,) range nineteen, (19,) situated in Atchison County, State of Kansas, should be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, by the marshal of the United States for the district of Kansas; and whereas default has been made in the payment of said sum of money so ordered to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale, within sixty days from this date, to the court aforesaid.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 5th day of December, in the year of our
683 Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140 & 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree therein against John Rothwell and Sarah Rothwell. Amount of decree, $720. Robert Crozier, esq., U. S. attorney.

Received this writ Dec. 5, 1863; return same February 4, 1864. Plaintiff asked for time, and said he could raise money, but as yet has failed.

JAMES L. McDOWELL,
U. S. Marshal.

Miles, 112, $11.20.
Filed Feb. 3rd, 1864.

F. G. ADAMS, *Clerk.*

Order of sale.

And on this day, to wit, Dec. 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America to the marshal of the district of Kansas:

Whereas, at the April term, A. D. 1863, of the district court of
684 the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that John J. Scott and Margaret Scott should pay into the said court, within five months of the said date, for the use of the United States of America, the sum of three hundred and thirty ($330.00) dols., with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northeast quarter of section thirty-two, (32,) town. six, (6,) range twenty-one, (21,) situate in the county of Atchison and State of Kansas,

should be appraised, advertised, and sold, by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution; and whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real
685 estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, the 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140 & 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against John J. Scott and Margaret Scott. Amount of decree, $330. Robert Crozier, esq., U. S. attorney.

Received this writ December 4, 1863. Collected on same three hundred and forty-two $\frac{13}{100}$ (342.13) dollars, which I herewith return into court.

686 JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 110, $11.00; per cent. 3 on 342, 10.26—$21.26. Filed Jun. 25th, 1864. F. G. Adams, clerk.

Order of sale.

And on this day, to wit, Dec. 7th, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America to the marshal of the district of Kansas:

Whereas, at the April term, A. D. 1863, of the district court of the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that James V. Beeson should pay into this court, within five months from the said date, for the use of the United States of America, the sum of five hundred and forty ($540) dollars, with legal interest from the date of said decree, and that in default of said
687 payment the following real estate, to wit, the southeast quarter of section twenty, (20,) town. seven, (7,) range twenty, (20,) and the west $\frac{1}{2}$ of the southwest quarter of section twelve, (12,) town. seven, (7,) range nineteen, (19,) situate in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution; and whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so ordered to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale, to abide the order of said court. You will make due return of this
688 order of sale, to the court aforesaid, within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140 & 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against James V. Beeson. Amount of decree $540. Robert Crozier, esq., U. S. attorney. Advertised.

Received this writ December 4th, 1863, and, in pursuance of the commands of the same, I summoned W. J. Mayfield, Delany Wood, and Henry Chin, three disinterested citizens and householders of Atchison County, State of Kansas, who, having been first duly sworn by me according to law to value and appraise the property described in within order of sale, did value and appraise the same as follows, to wit: The southeast quarter of section twenty, (20,) in town. seven, (7,) of
689 range twenty, (20,) and the west ½ of the southwest quarter of section twelve, (12,) in town. seven, (7,) of range nineteen, (19,) valued and appraised at and for the sum of nine $\frac{25}{100}$ ($9.25) per acre, making a total of eighteen hundred and fifty ($1,850) dollars, as will more fully appear by a correct copy of said apprais'ment remaining on file in the clerk's office of above-entitled court; and on December 12th, 1863, I caused a notice to be published in the Atchison Champion, a newspaper published in, and of general circulation in, Atchison County, Kansas, that on Monday, January 18th, 1864, between the hours of 1 & 2 o'clock p. m., in front of the court-house door, in the city of Atchison, I would offer the real estate within described at public auction, to the highest and best bidder, for cash in hand, together with a description of said real estate, which said notice was published in said paper for more than thirty days immediately preceeding the day of said sale. A copy of said notice is hereto attached, marked "A," and made a part of this return.

On said 18th day of January, 1864, on examining this notice
690 in this case, I find it incorrect, and therefore return this writ.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Service, 3.00; appraising, 1.50; appraising, 1.75; miles to appraise, at 8 cts., 20, 2.00; 120 on wr't, 12.00; advertising, 2.50; printer, 7.50—$30.25.

"A."—*United States marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140 & 141.

Order of sale in said court against James V. Beeson.

In pursuance of the command of an order of sale issued out of the above-entitled court, directed to the marshal of the United States for

the district of Kansas, bearing date December 4th, 1863, I will sell at public auction, to the highest bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Atchison County, and
691 State of Kansas, on Monday, January 18th, 1864, between the hours of 10 o'clock and 11 o'clock a. m. of said day, all the right, title, and interest of James V. Beeson in and to the following-described property, to wit: The southeast quarter of section twenty, (20,) town. seven, (7,) range twenty, (20,) and the west half of the southwest quarter of section twelve, (12,) in town. seven, (7,) of range twenty, (20,) all situated in Atchison County, and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

Dec. 4, 1863—45 4t. Print. fee, $1.50.

And on this day, to wit, Dec. 7, 1873, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America, to the marshal of the United States of America for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court
692 of the United States within and for the district of Kansas, to wit, on the 6th day of July, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that D. D. Hendricks and Hester Hendricks should, within five months from the said date, pay into the said court, for the use of the United States of America, the sum of nineteen hundred and eighty ($1,980) dollars, with legal interest from the date of said decree, and that in default of payment the said real estate hereinafter described, to wit: The southwest quarter of section six, (6,) and the west half of the northwest quarter of section (6,) town. six, (6,) range twenty, (20,) situate in Atchison County, State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution.

And afterwards, to wit, on the 27th day of November, A. D. 1863, in said court, it was further ordered, adjudged, and decreed by the said court that John D. Hendricks, Mr. N. Hendricks, Daniel D. Hend-
693 ricks, and Harvey J. Hendricks, heirs of D. D. Hendricks, one of the obligors herein, be, and they are hereby, forever barred and foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said mortgaged premises.

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State regulating sales under execution, and that you return the proceeds of said sale into said court without, delay to abide the action of said court.

You will make due return of this writ to the said court within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty three, and of our Independence
694 the eighty-eighth year.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140 & 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale on decree against D. D. Hendricks. Amount of decree $1,980. Robt. Crozier, esq., U. S. attorney.

Received this writ December 4th, 1863. In pursuance of the commands of the same, I summoned three disinterested residents and householders of Atchison County, Kansas, who, after having been by me first duly sworn according to law, valued and appraised the same as follows, to wit: The southwest quarter of section 6, in town. 6. of range 20, valued and appraised at $15.68¾ per acre, making a total of $2,500.00. And on the 14th day of December, 1863, I caused a notice to be published in the Atchison Champion, a newspaper published and of general circulation in Atchison County, Kansas, that I would sell the real estate within described at public auction, in front of the court-house
695 door, in the city of Atchison, on Monday, January 18th, 1864, between the hours of one and two o'clock p. m. on said day, to the highest and best bidder, for cash in hand, which notice was published in said paper for more than thirty days prior to the day of such sale. (A copy is hereto attached, marked "A," and made a part of this return.)

And on said 18th day of January, 1864, at the time and place mentioned in said notice, I failed to get ⅔ the appraised value of said real estate bid for the same.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 110, 11.00; miles, apprais'ment, 55, 5.50; appraisers, 1.50; appraising, 1.50; advertising, 2.50; service, 3.00; attempting to sell, 2.50; printer, 7.50—$35.30.

"A."

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 440, 141.

Order of sale in said cause on the decree therein against D. D. Hendricks, Hester Hendricks, et al.

696 In pursuance to the command of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to marshal of the United States for the district of Kansas, dated December 4th, 1863, I will sell at public auction to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, in Atchison County, State of Kansas, on Monday, January 18, 1863, between the hours of one o'clock and two o'clock p. m. of said day, all the right, title, and interest of D. D. Hendricks, Hester Hendricks, John D. Hen-

dricks, Wm. N. Hendricks, Daniel D. Hendricks, and Henry J. Hendricks, in and to the following-described real estate, to wit: the southwest quarter of section six, (6,) in township, (6,) of range twenty, (20,) it being one of the most desirable farms in Atchison County, all situate in Atchison County, and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq., *U. S. Attorney.*
N. 46 4t. Print. fee, $7.50. Dec. 14, 1863.

697 And on this day, to wit, Dec. 7th, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, 1863, of the district court of the United States within and for the district of Kansas, to wit, on the fifth day of June, A. D. 1863, by a decree of said court then rendered, it was ordered, adjudged, and decreed that Louis Dein and Louisa Dein should pay into said court within five months from said date for the use of the United States of America the sum of three hundred and ninety dollars, ($390.00,) with legal interest from the date of said decree, and that in default of said payment, then the following-described real estate, to wit: the northeast quarter of section nine, (9,) town. seven, (7,) range twenty-one, (21,) situate in Atchison County and State of Kansas, should be ap-
698 praised, advertised, and sold by the United States marshal for the district of Kansas, under the laws and according to the laws of the State of Kansas regulating sales under execution; and whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring the moneys arising from such sale into court without delay, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days of the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

F. G. ADAMS, *Clerk.*

699 (Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree therein against Louis Dein and Linna Dein. Amount of decree $390. Robert Crozier, esq., U. S. attorney.

Received this writ December 4th, 1863. Defendant assured me he would raise and pay the money within 30 days, but has failed to do so. I therefore return this writ and ask for an alias to issue.

January 24, 1864.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 124, 12.40.
Filed January 19th, 1864. F. G. Adams, clerk.

And on this day, to wit, Dec. 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States of America for the district of Kansas:

700 Whereas at the April term, A. D. 1863, of the district court of the United States within and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree of said court then rendered, it was ordered, adjudged, and decreed that John A. Stephens and Margaret Stephens should pay into said court, within five months after said date, for the use of the United States of America, the sum of one hundred and thirty dollars, ($130,) with legal interest thereon from the date of said decree, and that, in default of said payment, the following real estate, to wit, the west ½ of the northeast quarter of section thirty-one, (31,) town. six, (6,) range twenty-one, (21,) situated in the county of Atchison, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale to abide the order of said court.

You will make due return of this order of sale to the court
701 aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, the 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against John A. Stevens and Margaret Stevens. Amount of decree $130. Robt. Crozier, esq., U. S. atty.

Received this writ December 4th, 1863, and in pursuance of the commands of the same I summoned Owen O. Graddy, Squire Wade, and G. O. Means, three disinterested residents and householders of Atchison County, Kansas, who, after having been by me first duly sworn according to law, did, on the 12th day of December, 1863, value and appraise the real estate herein described as follows, to wit: the west ½ of the
702 northeast quarter of section 31, township 6, range 21, valued and appraised at $6.00 per acre, making a total of $480; a copy of which apprais'ment was by me filed in the clerk's office in Topeka, and on the 16th day of January, 1864, I received *on same* one hundred and forty-three $\frac{68}{100}$ dollars on same.

JAMES L. McDOWELL,
U. S. Marshal.

Miles, 100, 10.00; service, 1, 2.00; appraising, 1.50; miles to appraise, 30, 3.00; per cent., 4.31—$20.81; 2 appraisment' & mileage, 1.30—$22.11.
Filed Feb. 3rd, 1864. F. G. Adams, clerk.

And on this day, to wit, Dec. 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

703 Whereas at the April term, A. D. 1863, of the district court of the United States within and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Isaac Blessing should pay into said court, within five months from and after said date, for the use and benefit of the United States of America, the sum of three hundred and twenty-five ($325) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the east ½ of the southwest quarter of section twenty, (20,) town. seven, (7,) range twenty, (20,) situate in Atchison County, and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so
704 decreed to be paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale to abide the decision of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS.

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States *vs.* A Bond for $600 et al. Order of sale in said cause on decree against Isaac Blessing. Amount of decree, $325. Robert Crozier, esq., U. S. atty.

Received this writ December 4th, 1863, and in pursuance of the commands of the same I summoned W. G. Mayfield, Deldrig Wood,
705 and Henry Olive, three disinterested citizens and householders of Atchison County, State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the same as follows, to wit, the east ½ of the southwest quarter of section twenty, (20,) in town seven, (7,) of range twenty, (20,) valued and appraised at and for the sum of $7.00 per acre, making total of $560, as more fully appears by a correct copy of said apprais'ment remaining on file in clerk's office of above-entitled court. And on December 12, 1863, I caused a notice to be published in the Atchison Champion, a newspaper printed in and of general circulation in Atchison County, Kansas, that on Monday, January 18, 1864, between the hours of 1 & 2 o'clock p. m., in front of the court-house door in the city of Atchison, I would offer the real estate with' described at public auction to the highest and best bidder, for cash in hand, together with a description of said real estate, which said notice was published in said paper for more than thirty

706 days immediately previous to the day of said sale. A copy of said notice is hereto attached, marked "A," and made a part of this return. And on said 18th day of January, 1864, at the time and place mentioned in said advertisement, I did offer the said real estate for sale at public auction to the highest and best bidder, for cash in hand, and did sell the same to James Dougan, he being the highest and best bidder therefor, as follows, to wit: east ½ southwest ¼ sec. 20, town. 7, range 20, containing 80 acres, sold to James Dougan for three hundred and seventy-six dollars, being over ⅔ of the appraised value of the same.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles writ, 112, 11.20; service, 1, 3.00; appraising, 1, 1.50; miles, 60, 6.00; appraisers, 1.90; advertising, 2.50; selling, 2.50; commis., 276, 11.28; deed, 8.00; printer, 7.50—$55.38.

707 A.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause against Isaac Blessing.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed the marshal of the United States for the district of Kansas, bearing date December 4th, 1863, I will sell at public auction to the highest and best bidder, for cash in hand, in front of the door of court-house in the city of Atchison, Atchison County, State of Kansas, on Monday, January 18, 1864, between the hours of 12 m. and 1 o'clock p. m. on said day, all the right, title, and interest of Isaac Blessing in and to the following real estate, to wit: the east half of the southwest quarter of section twenty, (20,) in town. seven, (7,) of range twenty, (20,) situated in Atchison County and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

Dec. 12, 1863. N. 45, 420.

708 Filed January 25, 1864. F. G. Adams, clerk.

And on this day, to wit, Dec. 7, 1873, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

To the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered,

adjudged, and decreed that Israel Oliphant should pay into said court within five months from said date, for the use of the United States of America, the sum of two hundred and seventy ($270) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the west half of the
709 northeast quarter of section ten, (10,) town. seven, (7,) range nineteen, (19,) situate in Atchison County and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the decision of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at
710 Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree against Israel Oliphant. Amount of decree $270. Robert Crozier, esq., U. S. attorney.

Received this writ December 4, 1864, and in pursuance of the commands of the same I summoned R. Higby, A. A. F. Randolph, and Washington Wakefield, three disinterested residents and householders of Atchison County, Kansas, who, after having been by me first duly sworn according to law, did value and appraise the real estate within described as follows, to wit: the west ½ of the northeast qur. of section 31, in township 6, of range 21, valued and appraised at six dols. (6) per acre, making a total of four hundred and eighty (480) dollars.

A copy of said apprais'ment was by me filed in the clerk's office
711 in Topeka. And on December 14th, 1863, I caused a notice to be published in the Atchison Champion, a newspaper published and of general circulation in Atchison County, Kansas, that I would sell the real estate within described at public auction to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, on Monday, January 18, 1864, between the hours of 12 m. and 1 o'clock p. m. on said day, together with a description of said property, which said notice was published in said paper for more than thirty day' previous to the day of such sale. A copy of same is hereto attached, marked "A." And on said 18th day of January, 1864, at the time and place mentioned, I failed to have ⅔ the appraised value of said real estate bid for the same.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 100, 10.00; miles appraised, 50, 5.00; appraising, 1.50; appraisers, 1.50; advertising, 2.50; printers, 7.50—$28.00.

712 *U. S. marshal's sale.*

UNITED STATES
vs.
A BOND FOR $600 ET AL.

Order of sale in said cause on decree therein against Israel Oliphant, U. S. D. C., district of Kansas. No. 140, 141.

In pursuance of the commands of an order of sale, issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4th, 1863, I will sell, at public auction, to the highest and best bidder, for cash in hand, in front of the front door of the court-house in the city of Atchison, Atchison County, State of Kansas, on Monday, January 18th, 1864, between the hours of 12 o'clock m. and 1 o'clock p. m. on said day, all the right, title, and interest of Israel Oliphant in and to the following-described real estate, to wit: the west half of the northeast quarter of section thirty-one, (31,) in town. six, (6,) of range twenty-one, (21,) situated in Atchison County, State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, *U. S. Attorney.*

Dec. 14th, 1863, 45.42. Print. fee $7.50.
Filed Jan. 19, 1864. F. G. Adams, clerk.

713 And on this day, to wit, Dec. 7th, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States within and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by decree then rendered by the said court, it was ordered, adjudged, and decreed that James Bosley and Hannah M. Bosley should pay into said court, within five months after said date, for the use and benefit of the United States of America, the sum of eight hundred and forty ($840) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northwest quarter No. fourteen, (14,) and the east ½ of
714 the northeast quarter of section fifteen, (15,) town. eight, (8,) range twenty-one, (21,) situate in Leavenworth County and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money decreed paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that

you bring into court, without delay the proceeds of said sale to abide the decision of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from date thereof.

Witness the Hon. M. W. Delahay, judge of said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

715 (Endorsed:) Received this writ December 4th, 1863, and on the 7th day of December, 1863, I summoned Jacob Ganer, Hiram W. Johnson, & David Healey, 3 disinterested citizens and residents of Leavenworth County, Kansas, who, after having been by me first duly sworn according to law, did value and appraise the real estate within described as follows: the northwest quarter of section fourteen, (14,) and the east 12 of the northeast quarter of section fifteen, (15,) township eight, (8,) range twenty-one, (21,) valued and appraised for eighteen $\frac{75}{100}$ dolls. per acre, making a total of $4,500 *dolls.* After said apprais'ment defendant assured me he could raise the amount due on this order inside the 60 days, but since has failed to do so.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles on order, 110, 11.00; miles on apprais'ment, 60, 6.00; appraising, 1.50; appraisers, 1.50; service of order, 3.00—$25.00.

716 U. S. D. C. No. 140, 141. District of Kansas. The United States A Bond for $600 et al. Order of sale in said cause on decree therein against James Bosley and Hannah M. Bosley. Amount of decree $840. Robert Crozier, esq., U. S. attorney. Filed Feb'y 29, 1864. F. G. Adams, clerk.

And on this day, to wit, Dec. 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America to the marshal of the United States of America for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that Marion Todd and Mary P. Todd should pay into said court, within five months after said date, for the use of the United States
717 of America, the sum of seven hundred, ($700,) with legal interest from the date of said decree, and that, in default of said payment, the following real estate, to wit, the northwest qr. of section twenty-nine (29) and the north half of the northeast quarter of section thirty, (30,) township nine, (9,) range twenty-two, (22,) situate in the county of Leavenworth and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws regulating sales under execution;

And whereas the said period of 5 months has fully elapsed, and default

has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale to abide the order of said court.

You will make due return of this order of sale to the court
718 aforesaid within sixty days from the date hereof.

Witness, the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141, District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against Marion Todd and Mary P. Todd. Amount of decree, $700. Robert Crozier, esq., U. S. attorney.

Received this writ December 4th, 1863; return same January 3d, 1864, and ask for an alias writ.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 120, 12.00.
Filed January 3rd, 1864. F. G. Adams, clerk.

719 And on this day, to wit, December 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the United States district court in and for the district of Kansas, to wit, on the fifth day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Robert L. Merchant and Mary Ann Merchant should pay into said court within five months after said date, for the use of the United States of America, the sum of four hundred and twenty ($420) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the south ½ of the southwest quarter of section thirty-three, (33,) town.
720 seven, (7,) range twenty-two, (22,) situate in the county of Leavenworth and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully expired, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

721 [SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against Robert L. Merchant. Amount of decree, $420. Robert Crozier, esq., U. S. attorney.

Received this writ December 4, 1863, and in pursuance of the commands of the same I caused the same to be appraised according to law, and advertised in the Leavenworth Times. An error having occurred in said advertisement, I caused the same to be re-advertised in same paper, and on the day fixed in said advertisement for said sale the defendants paid me $441.

JAMES L. McDOWELL,
U. S. Marshal.

Miles, 120, 12.00; apprais'ment, 1.50; appraisers, 1.50; miles, 6.00; service, 3.00; miles, 120, 12.00; advertising, 2.50; selling attempt, 2.50; per cent., 441, 6.61; printer, 7.50—$43.11.

722 Filed May 25, 1864. C. J. Hanks, clerk.

And on this day, to wit, Dec. 7th, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Thomas H. Storts and A. R. Storts should pay into the said court within five months from the said date, for the use of the United States of America, the sum of six hundred and thirty-nine $\frac{18}{100}$ ($639 $\frac{18}{100}$) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate,

723 to wit, the east ½ of the southeast quarter of section six, (6,) town. five, (5,) range nineteen, (19,) and lot number eleven, (11,) in block number thirty-six, (36,) in Chaliss' addition to Atchison, situate in the county of Atchison, and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

724 Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, the 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of said sale in said cause on decree therein against Thomas H. Storts and A. R. Storts. Amount of decree, 639.18. Robert Crozier, U. S. attorney.

Received this writ December 4th, 1863, and in pursuance of the commands of the same I summoned G. W. Glick, A. J. McCauseland, and Thos. Murphy, three disinterested citizens and householders of Atchison County, State of Kansas, who, after having been by me duly sworn according to law to value and appraise the property described in within order of sale, did value and appraise the same as follows, to wit, lot eleven, (11,) in block thirty-six, (36,) in Challiss' addition to Atchison, valued and appraised at one hundred and fifty ($150) dollars, as

725 will more fully appear by a correct copy of said appraisement remaining on file in the clerk's office of abovee-ntitled court. And on December 12, 1863, I caused a notice to be published in the Atchison Champion, a newspaper printed in and of general circulation in Atchison County, Kansas, that on Monday, January 18, 1864, between the hours of 1 and 2 o'clock p. m., in front of the court-house door, in the city of Atchison, I would offer the real estate within described at public auction to the highest and best bidder, for cash in hand, together with a description of said real estate, which said notice was published in said paper for more than thirty days immediately preceeding the day of said sale. A copy of said notice is hereto attached, marked "A," and made a part of this return.

And on said 18th day of January, 1864, at the time and place mentioned in said advertisement, I did offer the real estate described in the within order at public auction to the highest and best bidder, for cash in hand, and did sell the same to the persons hereinafter named, they being the highest and best bidders therefor, being over ⅔ of the ap-

726 praised value thereof, as follows: the east ½ of the SE. ¼, 6, 5, 19, sold to Robert White for $107.00; lot 11, block 36, in Challiss' addition to Atchison, sold to Sarah Jane Lightfoot for $100.00—207.

Service, 3.00; 2 appraisings, 4.00; appraising 2, 5.00; miles 30, 3.00; advert., 2.50; selling, 2.50; 2 deeds, 10.00; mileage 120, 12.00; commis., 6.21; printers, 7.50—$57.71.

Filed Feb. 3rd, 1864. F. G. Adams, clerk.

A.—*U. S. Marshal's sale.*

U. S. D. C., district of Kansas, *district of Kansas.*

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Storts and A. R. Storts.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the

727 marshal of the United States for the district of Kansas, dated December 4th, 1863, I will sell at public auction to the highest and best bidder, for cash in hand, in front of the door of the court-house in the city of Atchison, in Atchison County, State of Kansas, on Monday, January 18, 1864, between the hours of one o'clock and two o'clock p. m. of said day, all the right, title, and interest of Thomas H. Storts and A. R. Storts in and to the following-described real estate, to wit: the east half of the southeast quarter of section six, (6,) in town. five, (5,) of range nineteen, (19,) and lot number (11) eleven, in block number thirty-six, (36,) in Challiss' addition to Atchison City, all in Atchison County, State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, *U. S. Attorney.*

Dec. 14, 1863.
45 45. Print. fee, $7.50.

And on this day, to wit, December 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Kansas:

728 The United States of America to the marshal of the United States for the district of Kansas:

Whereas, at the April term, A. D. 1863, of the United States district court for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Samuel E. Edwards and Mary Ann Edwards should pay into said court, within five months from after said date, for the use of the United States of America, the sum of four hundred and eighty ($480) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the southwest quarter of section twenty-six, (26,) town. seven, (7,) range twenty-one, (21,) situate in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under executions;

729 And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, the 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against Samuel E. Edwards and Mary Ann Edwards. Amount of decree, $480. Robert Crozier, esq., U. S. attorney.

Received this writ December 4, 1863, and, in pursuance of the
730 command of the same I summoned Jakob Grasier, Hiram W. Johnson, and David Herley, three disinterested residents and householders of Leavenworth County, Kansas, who, after having been by me first duly sworn according to law, did value and appraise the same as follows, to wit, the southwest quarter of section twenty-six, (26,) in township seven, (7,) of range twenty-one, (21,) valued and appraised at and for the sum of $10.00 per acre, making a total of $1,600.00; and on the 24th day of December, 1863, I caused a notice to be published in the Leavenworth Times, a newspaper published in and of general circulation in Leavenworth County, Kansas, that I would sell the real estate therein described at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door in the city of Leavenworth, on Friday, January 22, 1864, at 1 o'clock p. m. on said day, together with a description of said property, which notice was published in said paper for more than thirty days previous to the day of said sale. (A copy of said notice is herewith return'.)

And on said 22nd day of January, 1864, at the time and place
731 mentioned in said notice, I offered said real estate at public auction, but failed to get ⅔ of the appraised value bid for the same.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 110, $11.00; miles appraised, 60, $6.00; appraising, $1.50; appraiser, $1.75; advertising, $2.50; trying to sell, $2.50; printers, $7.50; $33.00—$35.75.

United States marshal's sale.

U. S. dist. court, dist. of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Samuel E. Edwards & Mary Ann Edwards.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, I will sell to the highest and best bidder, for cash in hand, in front of the U. S. marshal's office in the city of Leavenworth, in the district aforesaid, on
732 Friday, January 22nd, A. D. 1864, at 1 o'clock p. m. on said day, all the right, title, and interest of Samuel E. Edwards and Mary Ann Edwards in and to the following described real estate, to wit: the southwest quarter of section twenty-six, (26,) in township seven, (7,) of range twenty-one, (21,) situate and being in the county of Leavenworth and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

LEAVENWORTH, *December* 24, 1863.

Filed Jan'y 23, 1864. F. G. Adams, clerk.

And on this day, to wit, December 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States for the district of Kansas, to wit, on the 5th day of
733 June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Thomas H. Duncan and Sarah Duncan should pay into said court for the use of the United States of America, within five months after said date, the sum of two hundred and sixty dollars, ($260,) with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the north ½ of the east ½ of the southeast quarter of section ten, (10,) town. seven, (7,) range nineteen, (19,) situate in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution,
734 and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree therein against Thomas H. Duncan and Sarah Duncan. Amount of decree, $260. Robt. Crozier, esq., U. S. attorney.

Received this writ December 4, 1863; and, in pursuance of the commands of the same I summoned R. Higby, A. A. F. Randolph, and Washington Wakefield, three disinterested citizens and householders of Atchison County, State of Kansas, who, after having been by me
735 first duly sworn according to law to value and appraise the property described in within order of sale, did value and appraise the same as follows, to wit, the north ½ of the east ½ of the northeast quarter of section 10, town. 7, of range 19, valued and appraised at and for the sum of $5 per acre, making a total of $200. A copy of same was by me filed in the clerk's office, in Topeka. And on the 14th day of December, 1863, I caused a notice to be published in the Atchison Champion, a newspaper published and of general circulation in Atchison County, Kansas, that I would sell the real estate within described at public auc-

tion to the hig'est and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, on Monday, January 18, 1864, between the hours of 11 and 12 o'clock a. m., on said day, which notice was published in said paper for more than 30 days immediately preceeding the day of said sale. A copy is hereto attached, marked "A," and made a part of this return; and on said 18th day of January, 1864, at the time and place mentioned in said notice, I failed to get ⅔ the appraised value of said real estate bid for same.

JAMES L. McDOWELL,
736 *U. S. Marshal.*

Marshal's fees: miles, 110, 10.00.; miles appraised, 50, 5.00; service, 3.00; appraising, 1.50; appraisers, 1.50; advert., 2.50; printer, 7.50—$31.00.

A.—*United States marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Duncan and Sarah Duncan.

In pursuance of the command of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4th, 1863, I will sell at public auction to the highest and best bidder for cash in hand, in front of the court-house door, in the city of Atchison, Atchison County, State of Kansas, on Monday, January 18th, 1864, between the hours of 11 o'clock a. m. and twelve o'clock m., of said day, all the
737 right, title, and interest of Thomas Duncan and Sarah Duncan in and to the following-described real estate, to wit, the north half of the east half of the northeast quarter of section ten, (10,) town. seven, (7,) of range nineteen, (19,) situated in Atchison County, State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

Dec. 14, 1863, 45, 4t; print. fee, $7.50. Filed Jan'y 19, 1864. F. G. Adams, clerk.

And on this day, to wit, December 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States within and for the district of Kansas, to wit, on
738 the 5th day of June, A. D. 1863, by a decree rendered by the said court, it was ordered, adjudged, and decreed that Andrew J. Rothwell and Polly Ann Rothwell should pay into said court, within five months from and after said date for the use of the United States

of America, the sum of five hundred and seventy-six ($576) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northwest quarter of section eighteen, (18,) town. seven, (7,) range twenty, (20,) situate in Atchison County, State of Kansas, should be appraised, advertised, and sold by the marshal of the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed; and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold according
739 to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the money arising from such sale, to abide the order of said cause.

You will make due return of this order of sale to the court aforesaid, within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, the 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141, district of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree therein against Andrew J. Rothwell and Polly Ann Rothwell. Amount of $576. Robert Crozier, esq., U. S. attorney.

Received this writ December 7, 1863. In pursuance of the commands of the same, I summoned Wm. J. Mayfield, Delany Woodard, Henry Olive, three disinterested residents and householders of Atchi-
740 son Co., State of Kansas, who, after having been by me first duly sworn according to law, valued and appraised the same at and for $400; and on the day of January, 1864, I caused a notice to be published in the Atchison Champion, a newspaper published in and of general circulation in Atchison County, State of Kansas, that I would sell the real estate within described at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, on the day of January, 1864, at o'clock m. on said day, together with a description of same; which said notice was published in said paper for more than 30 days prior and immediately preceeding the day of such sale. And on said day of 1864, at the time and place fixed in said notice for said sale, I offered the same at public auction, and failed to sell the same for want of bidders.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Appraising, 1.50; appraisers, 1.50; service
741 writ, 3.00; mileage on writ, 110, 11.00; miles apprais'ment, 50, 5.00; advertising, 2.50; attempt to sell, 2.50; printers, 7.50—$34.50.

Filed May 25, A. D. 1864. C. J. Hanks, clerk.

And on this day, to wit, December 6, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA.
District of Kansas, ss :

The United States of America, to the marshal of the United States for the district of Kansas.

Whereas at the April term, A. D. 1863, of the district court of the United States in and for the district of Arkansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed, that George W. Larrison and Elizabeth Larrison should pay into said court, within five months from the
742 said date, for the use of the United States of America, the sum of one hundred and ninety-two ($192) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit: the southeast quarter, except four (4) acres of section eleven, (11,) town. five, (5,) range nineteen, (19,) situate in the county of Atchison, and State of Kansas, should be advertised, appraised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the United States regulating sales under execution;

And whereas said period of five months has fully elapsed and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court
743 aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree therein against George W. Larrison and Elizabeth Larrison. Amount of decree, $192. Robert Crozier, esq., U. S. attorney.

Received this writ December 4th, 1863; and, in pursuance of the commands of the same, I summoned Joseph N. Clark, Daniel Connor, and George Klushutte, three disinterested citizens and householders of Atchison County, State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the property described in within order of sale, did value and appraise the same as follows, to wit: the northeast quarter (except 4 acres) of section 11, town. 5, range 19, valued and appraised at and for the sum
744 of $10.00 per acre, making a total of $1,560, as will more fully appear by a correct copy of said apprais'ment remaining on file in the clerk's office of above-entitled court; and on December 12th, 1863, I caused a notice to be published in the Atchison Champion, a newspaper published in, and of general circulation in, Atchison County, Kansas, that on Monday, January 18th, 1864, between the hours of 1 and 2 o'clock p. m., in front of the court-house door, in the city of Atchison, I would offer the real estate within-described at public auction, to the highest and best bidder, for cash in hand, together with a

description of real estate; which said notice was published in said paper for more than thirty days immediately preceeding the day of said sale. A copy of said notice is hereto attached, marked "A," and made a part of this return. And on said Monday, January 18, 1864, at the time and place mentioned in said notice, I offered the said real estate at public auction, but failed to get two-thirds of the appraised value thereof bid for the same.

JAMES L. McDOWELL,
U. S. Marshal.

745 Marshal's fees: Service of writ, 3.00; appraising, 2.50; miles to appraism't & return appr'm't, 8.00; appraisers' fees, 3.20; mileage on order, 12.00; advertising, 2.50; endeavoring to sell, 2.50—33.70; printer, 7.50—41.20.

Filed Jan. 19, 1864. F. G. Adams, clerk.

"A."—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on the decree therein against George W. Larrison and Elizabeth Larrison.

In pursuance of the commands of the order of sale issued out of the above-entitled court, in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4th, 1863, I will sell at public auction, to the highest and best bidder, for cash in hand, in front of the door of the court-house, in the city of
746 Atchison, Atchison County, State of Kansas, on Monday, January 17th, 1873, between the hours of 1 o'clock and 2 o'clock p. m. on said day, all the right, title, and interest of George W. Larrison and Elizabeth Larrison, in and to the following real estate, to wit:

The northeast quarter (except 4 acres) of section eleven, (11,) town. five, (5,) range nineteen, (19,) situated in Atchison County, and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

Dec. 12, 1863, No. 45, 4t; print. fee, $7.50.
Filed Jan. 19, 1864. F. G. Adams, clerk.

And on this day, to wit, Dec. 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, was in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas:

The United States of America, to the marshal of the United States for the district of Kansas:

Whereas at the April, A. D. 1863, of the district court of
747 the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed, that Robert W. Hancock and

Eliza M. Hancock should pay into said court, within five months after said date, the sum of three hundred ($300) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit: the southeast quarter of section fifteen, (15,) town. five, (5,) range twenty, (20,) situate in Atchison County, and State of Kansas, should be appraised, advertised, and sold, by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said
748 real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court. You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court at Topeka, in said district, the 7th day of December, A. D. 1863.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against Robert W. Hancock and Eliza M. Hancock. Amount of decree, $300. Robert Crozier, esq., U. S. attorney.

Received this writ December 4th, 1863. Defendant's attorney showed conclusively that he had visited U. S. D. C. clerk's office, about 1st of September, 1863, with the money to pay amt. of the within claim,
749 and that there was no officer then in the district to receive said funds, and claimed he had no right to pay interest after that date. I only computed interest to that date, and herewith return into court three hundred and seven ($307) dollars.

[SEAL.] JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: miles 110, $11.00; per cent. 307, $9.21—$20.21.
Filed Jan. 25, 1864. F. G. Adams, clerk.

And on this day, to wit, December 7th, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas, at the April term, A. D. 1863, of the district court
750 of the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Charles Ball should pay into said court within five months after said date, for the use of the United States of America, the sum of three hundred and seventeen $\frac{25}{100}$ ($317.25) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, lots one and two (1 & 2) in section two, (2,) town. seven, (7,) range nineteen,

(19,) situate in Atchison County, State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed and default has been made in the payment of said sum of money so decreed to be paid:

These are, therefore, to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execu-
751 tion, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court. You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court at Topeka, in said district, the 7th day of December, in the year of our Lord one thousand eight hundred and sixty three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on decree therein against Charles Ball. Amount of decree, $317.25. Robert Crozier, esq., U. S. attorney.

Received this writ December 4th, 1863; and, in pursuance of the command of the same, I summoned R. Higby, A. A. F. Randolph, and Washington Wakefield, three disinterested citizens and householders of Atchison County, State of Kansas, who, having been by me first duly
752 sworn according to law, to value and appraise the property described in within order of sale, did value and appraise the same as follows, to wit:

Lots one & two (1 & 2) in section ten, (10,) of town. seven, (7,) of range nineteen, (19,) containing eighty (80) acres, valued and appraised at and for the sum of ten dollars per acre, making a total of four hundred and eighty ($480) dollars, as will more fully appear by a correct copy of said apprais'ment remaining on file in the clerk's office of the above-entitled court.

And on December 12, 1863, I caused a notice to be published in the Atchison Champion, a newspaper printed and of general circulation in Atchison County, Kansas, that, on Monday, January 18, 1864, between the hours of 1 and 2 o'clock p. m., in front of the court-house door, in the city of Atchison, I would offer the real estate within described, at public auction, to the highest and best bidder, for cash in hand, together with a description of said real estate; which said notice was published in said paper for more than thirty days immediately preceeding the day of said sale. A copy of said notice is hereto attached, marked A,
753 and made a part of this return.

And on said 18th day of January, on examining the above advertisement, I found an error by printer in description of land within described.

I therefore return order without selling.

JAMES L. McDOWELL,
U. S. Marshal.

Service, 3.00; appraising, 1.50; appraisers, 2.50; miles, 30, 3.00; advertising, 2.50; miles, 110, 11.00; printer, 7.50—$31.00.

Filed January 20, 1864. F. G. Adams, clerk.

And on this day, to wit, December 7th, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

754 The United States of America to the marshal of the United States of America, for the district of Kansas:

Whereas, at the April term, A. D. 1863, of the district court of the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that James M. Calvert should pay into said court within five months after said date, for the use of the United States of America, the sum of four hundred and twenty-eight ($428) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northwest quarter of section ten, (10,) town. eight, (8,) range twenty-two, (22,) situate in the county of Leavenworth and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed
755 and default has been made in the payment of said sum of money so decreed to be paid:

These are, therefore, to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., No. 140, 141, district of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against James M. Calvert. Amount of decree, $528.00. Robert Crozier, esq., U. S. attorney.

756 Received this writ December 4th, 1863; and, in pursuance of the commands of the same, I summoned Thomas Trower,
three disinterested residents and householders of Leavenworth County, Kansas, who, after having been by me first duly sworn according to law, did value and appraise the real estate herein described as follows, to wit:

The q'r sect. 10, town. 8, range 22, valued and appraised at $9.00 per acre, making a total of $1,440, as will more fully appear by reference to a copy of said apprais'ment on file in the clerk's office at Topeka. And on the 8th day of December, 1863, I caused a notice to be published in the Leavenworth Times, a newspaper published, and of general circulation, in Leavenworth County, Kansas, that, on the 9th day of January, 1864, between the hours of 12 m. and 1 o'clock p. m. on said day, I would sell the real estate herein described at public auction to

the highest and best bidder, for cash in hand, in front of the court-house door, in Leavenworth City, Kansas; and on the day of January I noticed the printer had made a typographical error in said notice,
757 and I republished said notice, changing the day of said sale to February , 1863, at said day, which said second notice was published in said paper for more than 30 days immediately preceeding the day of such sale, (a copy of same is hereto annexed, marked "A," and made a part of this return;) and on the day of said sale the said J. M. Calvert appeared and paid me four hundred and ninety-nine $\frac{75}{100}$ dollars, the amount in full—debt, interest, and costs.

JAMES L. McDOWELL,
U. S. Marshal.

Service writ, 3.00; appraising, 1.50; miles, 8, 80; appraisers, 1.50; miles returned, 6.00; miles on, 2.00; advertising, 2.50; printer, 7.50; per cent., 3.65—$38.45.

Filed May 16, A. D. 1864. C. J. Hanks, clerk. By E. E. Chesney, depty.

A.—*U. S. marshal's sale.*

758 U. S. district court, district of Kansas.

THE UNITED STATES
vs.
A BOND FOR THE PAYMENT OF $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree against James M. Calvert.

By virtue of an order of sale issued out of the clerk's office of the district court of the United States for the district of Kansas, to me directed, bearing date December 4th, 1863, I will sell at public auction to the highest and best bidder, for cash in hand, in front of the door of the United States marshal's office in Leavenworth City, Kansas, on Saturday, January 9th, 1863, between the hours of 12 o'clock m. and 1 o'clock p. m. on said day, all the right, title, and interest of James M. Calvert in and to the southwest quarter of section ten, (10,) town. eight, (8,) range twenty-two, (22,) containing one hundred and sixty 160) acres, situate in Leavenworth County, State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq., *U. S. Attorney.*
December 8th, 1863, Dec. 9*td.*

759 And on this day, to wit, December 7, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States within and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Isaac S. Hascall and Sarah

J. Hascall should pay into the said court, within five months from the said date, three thousand three hundred and sixty ($3,360) dollars with legal interest from the date of said decree, for the use of the United States of America, and that in default of said payment, the following real estate, to wit: the southeast quarter of the northeast fractional quarter of section twenty-seven, (27;) the southeast quarter of
760 section twenty-eight, (28,) and the southeast quarter of the northeast quarter of twenty-nine, (29,) all in town six, (6,) range seventeen, (17;) also lots ten, eleven, twelve, and thirteen (10, 11, 12, 13) in block number ten, (10,) in the city of Atchison, all situate in Atchison County, State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the action of said court.

You will make due return of this order of sale to the court, aforesaid, within sixty days from the date hereof.

Witness the Hon. M. W. Delahay, judge of our said court, at
761 Topeka, in said district, this 7th day of December, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein against Isaac S. Hascall and Sarah J. Hascall. Amount of decree, $3,360. Robert Crozier, esq., U. S. attorney.

Received this writ December 4, 1863; and, in pursuance of the commands of the same, I summoned G. W. Glick, A. J. McCausland, and Thos. Murphy, three disinterested citizens and householders of Atchison County, State of Kansas, who, after having been by me first duly sworn, according to law, to value and appraise the property described in within order of sale, did value and appraise the same as follows, to wit: Lot ten, (10,) in block ten, (10,) valued and appraised at $2,165.00; lot eleven, (11,) in block ten, (10,) valued and appraised at $235.00, making a total of $2,870, as will more fully appear by a correct copy of said appraisement remaining on
762 file in the clerk's office of above-entitled court; and on December 12, 1863, I caused a notice to be published in the Atchison Champion, a newspaper printed in and of general circulation in Atchison County, Kansas, that, on Monday, January 18, 1864, between the hours of 1 and 2 o'clock p. m., in front of the court-house door, in the city of Atchison, I would offer the real estate within described at public auction, to the highest and best bidder, for cash in hand, together with a description of said real estate, which said notice was published in said paper for more than thirty days immediately preceeding the day of said sale; a copy of said notice is hereto attached, marked "A," and made a part of this return; and on the 18th day of January, 1864, at the time and place mentioned in said advertisement, I offered the within-described real estate at public auction, and sold the following-described

portions to the persons hereinafter named for the prices hereinafter given, they being the highest and best bidders therefor, as follows:

Lot 13. in block 10, Atchison, sold to Mrs. L. Challiss, for	$157	00
The S. E. ¼ of N. E., fol. ¼, 2, 7, 6, 17, to C. A. Woodworth, for	37	35
763 S. E. ¼ 28, 6, 17	166	40
The S. E. ¼ of N. E. 29, 6, 16, sold to C. A. Woodworth, for	40	00
Total am't of sales	$400	75

The remainder of the property described in the within order of sale I offered at public auction, but failed to get a bid equal to ⅔ of the appraised value of the same.

All the property sold as above described was sold for more than ⅔ of the appraised value of the same.

JAMES L. McDOWELL,
U. S. Marshal.

Service, 3.00; 2 set appraisers, 3.50; 2 apprais'ments, 3.00; miles to appraise, 35, 3.50; advertising, 2.50; selling, 2.50; 2 deeds, 10.00; commission, 12.00; printers, 10.00—$50.00; miles, 120, 12.00—$62.00.

A.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

764 Order of sale in said cause on decree therein against Isaac S. Hascall and Sarah J. Hascall.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4,1863, I will sell at public auction, to the highest and best bidder for cash in hand, on Monday, January 18, 1864, between the hours of 1 o'clock and 2 o'clock p. m. of said day, in front of the court-house door, in the city of Atchison, Atchison County, State of Kansas, all the right, title, and interest of Isaac S. Hascall and Sarah J. Hascall in and to the following-described real estate, to wit:

The southeast quarter of the northeast fractional quarter of section twenty-seven, (27,) in town. six, (6,) of range seventeen, (17;) the southeast quarter of section twenty-eight, (28,) in town. six, (6,) of range seventeen, (17;) the southeast quarter of the northeast quarter of section twenty-nine, (29,) in town. six, (6,) of range seventeen, (17;) lot ten, (10,) in block ten, (10,) in city of Atchison, with a fine brick house
765 and other improvements on same; and lots eleven, twelve, and thirteen, (11, 12, 13,) in block ten, (10,) in the city of Atchison, all situated in Atchison County and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER., Esq.,
U. S. Attorney.

Dec. 12, 1863. 45, 4t—$10.

Filed January 20th, 1864. F. G. Adams, clerk.

Apprais'ment.

DEC. 10, 1863.—Marshal files copy of apprais'ment in said case, which is in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Foreclosure and order of sale in this cause on mortgage of Robert L. Merchant on south ½ S. W. 33, 7, 22.

STATE OF KANSAS,
Leavenworth County, ss:

We, Thomas Frower, Joseph Huber, & B. Wilks, do swear that we are residents and householders of Leavenworth County and State of Kansas; that we have no interest in the above-entitled cause,
766 and that we will well and truly, and to the best of our judgment and ability, and upon actual view, value and appraise the property described in the above-entitled order of sale.

THOMAS TROWER.
JOSEPH HUBER.
B. WILKS.

Sworn and subscribed before me December 8, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

[5 cent revenue-stamp cancelled.]

United States district court, district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Foreclosure on decree in this case on mortgage of Robert L. Merchant on south ½ SW. 33, 7, 22.

In pursuance of the command of an order of sale, issued out of the above-entitled court, directed to the marshal of the United States for the district of Kansas, I summoned Thomas Trower, Joseph Huber, and B. Wilks, three disinterested householders and residents of Leavenworth County and State of Kansas, who, after having been first duly sworn according to law, valued the real estate described in the said order of sale as follows, to wit:

The south half of the southwest quarter of section thirty-
767 three, (33,) town. seven, (7,) range twenty-two, (22,) situate in Leavenworth County, State of Kansas, containing eighty acres, (80,) valued and appraised at ten (10) dollars per acre, making a total of ($800) eight hundred dollars.

Witness our hands and seals.

THOMAS TROWER. [SEAL.]
JOSEPH HUBER. [SEAL.]
B. WILKS. [SEAL.]

[Revenue stamp, 5 c'ts cancelled.]

I certify the foregoing to be a correct copy of the oath and apprais'ment in above case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) The United States vs. A bond for $600 et al. Merchant, apprais'ment. Filed Dec. 10, 1863. F. G. Adams, clerk.

DEC. 10, 1863.—Marshal filed in the said cause a copy of apprais'ment, which is in words and figures as follows:

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Foreclosure and order of sale in this case on mortgage of James M. Calvert, on NW. 10, 8, 22, for $558.

STATE OF KANSAS,
Leavenworth County, ss:

768 We, Thomas Trower, Joseph Huber, and B. Wilks, do swear that we are residents and householders of Leavenworth County, State of Kansas; that we have no interest in the above-entitled cause, and that we will well and truly, and to the best of our judgment and ability, and upon actual view, value and appraise the property described in the above-entitled order of sale.

JAMES L. McDOWELL,
U. S. Marshal.

Sworn and subscribed to before me this 8th day of December, 1863.
JAMES L. McDOWELL,
U. S. Marshal.

[5 cent rev. stamp cancelled.]

United States district court, district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140 & 141.

Foreclosure and decree in this case on mortgage of James M. Calvert, on NW. 10, 8, 22, for $558.

In pursuance of the commands of an order of sale issued out of the above-entitled court, directed to the marshal of the United States for the district of Kansas, dated December 4, 1863, I summoned Thomas Trower, Joseph Huber, and B. Wilks, three disinterested householders & residents of Leavenworth County and State of Kansas, who, after having been first duly sworn according to law, valued and
769 appraised the real estate described in said order as follows, to wit: the northwest quarter of section ten, (10,) town. eight, (8,) range twenty-two, (22,) valued and appraised at $9.00 per acre, making a total of $1,440.00. Witness our hands and seals, December 8, 1863.

THOMAS TROWER. [SEAL.]
JOSEPH HUBER. [SEAL.]
B. WILKS. [SEAL.]

[50-cent revenue-stamp, cancelled.]

I certify the foregoing to be a correct copy of the oath and apprais'ment in the foregoing case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) The United States vs. A Bond for $600 et al. Apprais'ment filed Dec. 10, 1863. F. G. Adams, clerk.

DECEMBER 17, 1863.—Oath and apprais'ment herein filed in words and figures as follows:

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against James V. Beeson.

770 We, W. J. Mayfield, Delany Wood, and Henry Chine, do swear that we are residents and householders of Atchison County, and State of Kansas; that we are disinterested parties to the above suit; and that we will well and truly and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

W. J. MAYFIELD. [SEAL.]
DELANY WOOD. [SEAL.]
HENRY CHINE. [SEAL.]

Sworn and subscribed before me December 11th, 1863.

JAMES L. McDOWELL,
U. S. Marshal.
Per JULIUS HAUG, *Deputy.*

[5-cent revenue stamp, cancelled.]

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against James V. Beeson.

In pursuance of the command of an order of sale issued out of the above-entitled court, and to me directed, dated December 4th, 1863, I summoned W. J. Mayfield, Delany Wood, and Henry Chine, three disinterested householders, and residents of Atchison County, and State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the property described in the above-
771 named order of sale, did value and appraise the same as follows, to wit: the southeast quarter of section twenty, (20,) in town. seven, (7,) of range twenty, (20,) and the west half of the southwest quarter of section twelve, (12,) in town. seven, (7,) of range nineteen, (19,) valued and appraised at the sum of nine $\frac{25}{100}$ ($9.25) per acre, making a total of eighteen hundred and fifty ($1,850) dollars.

Witness our hands and seals December 11, 1863.

W. J. MAYFIELD. [SEAL.]
DELANY WOOD. [SEAL.]
HENRY CHINE. [SEAL.]

[5-cent revenue-stamp, cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. James V. Beeson. Oath and apprais'ment-copy. Filed December 17, 1873. F. G. Adams, clerk.

DECEMBER 17th, 1873.—Oath and apprais'ment filed herein, which is in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

772 THE UNITED STATES } No. 140, 141.
vs.
A BOND FOR $600 ET AL. }

Order of sale in said cause on decree therein against George W. Larri son and Elizabeth Larrison for $.

In pursuance of the commands of an order of sale issued out of the above-entitled court, and to me directed, dated December 4, 1863, I summoned Joseph N. Clarke, Daniel Conner, and George Kluschulte, three disinterested householders, and residents of Atchison County, and State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the property described in the above-named order of sale, did value and appraise the same as follows, to wit:

The northeast quarter, excepting 4 acres, of sect. 11, tp. 5, r. 19, valued and appraised at and for ($10) ten dols. per acre, making a total of fifteen hundred and sixty (1,560) dollars.

Witness our hands and seals December 11, 1863.

JOSEPH N. CLARKE. [SEAL.]
DANIEL CONNER. [SEAL.]
GEORGE KLUSCHULSE. [SEAL.]

[5-cent revenue-stamp, cancelled.]

773 THE UNITED STATES, } No. 140, 141.
vs.
A BOND FOR $600 ET AL. }

Order of sale in said cause on decree therein against George W. Larrison & Elizabeth Larrison.

U. S. D. C., district of Kansas.

We, Joseph Clarke, Daniel Conner, and George Klushutte, do swear that we are residents and householders of Atchison County, and State of Kansas; that we are disinterested parties to the above suit; and that we will well and truly, and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in the above order of sale. So help us God.

JOSEPH N. CLARKE. [SEAL.]
DANIEL CONNER. [SEAL.]
GEORGE KLUSCHULT. [SEAL.]

Sworn to and subscribed before me December 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal.
Per JULIUS HAUG, *Deputy.*

I certify the foregoing to be a correct copy of the original oath and apprais'ment in above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. George W. Larrison. Oath & apprais'ment-copy. Filed Dec.
774 17, 1873. F. G. Adams, clerk.

DEC. 17th, 1863.—Oath and apprais'ment filed herein in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Foreclosure and order of sale in this case on mortgage of James M. Calvert on NW. 10, 8, 22, for $528.00.

STATE OF KANSAS,
Leavenworth County, ss:

We, James Trower, Joseph Huber, and B. Wilks, do swear that we are residents and householders of Leavenworth County, State of Kansas, and that we have no interest in the above-entitled cause, and that we will well and truly, and to the best of our judgment and ability, and upon actual view, value and appraise the property described in the above-entitled order of sale. So help us God.

THOMAS TROWER. [SEAL.]
JOSEPH HUBER. [SEAL.]
B. WILKS. [SEAL.]

Subscribed and sworn to before me this 8th day of December, 1863.
775

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue-stamp cancelled.]

United States district court, district of Kansas.

UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Foreclosure decree in this case on mortgage of James M. Calvert on NW. 10, 8, 22, for $528.

In pursuance of the commands of an order of sale issued out of the above-entitled court, directed to the marshal of the United States for the district of Kansas, dated June 4, 1863, I summoned Thomas Trower, Joseph Huber, & B. Wilks, three disinterested householders and residents of Leavenworth County and State of Kansas, who, after having been first duly sworn according to law, valued and appraised the real estate described in said order as follows, *as follows*, to wit, the northwest quarter of section ten, (10,) town. eight, (8,) range twenty-two, (22,) valued and appraised at $9.00 per acre, making a total of $144.

Witness our hands and seals, December 8th, 1863.

THOMAS TROWER. [SEAL.]
JOSEPH HUBER. [SEAL.]
B. WILKS. [SEAL.]

[5-cent revenue-stamp cancelled.]

776 I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. James M. Calvert. Oath and apprais'ment copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

Copy of appraisement, filed Dec. 17, 1863.

U. S. D. C., district of Kansas.

THE UNITED STATES
A BOND FOR $600 ET AL. } 140, 141.

Order of sale in said cause on decree therein against James Bosley & Hannah M. Bosley.

We, Jacob Graiser, Hiram W. Johnson, and David Herley, do swear that we are residents and householders of Leavenworth County and State of Kansas; that we are disinterested parties to the above case, and that we will well and truly, and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

777 JACOB GRAISER.
HIRAM W. JOHNSON.
DAVID HERLEY.

[5-cent revenue-stamp cancelled.]

Sworn to and subscribed before me, December 1, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per JULIUS HAULY, *Deputy.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against James Bosley and Hannah M. Bosley.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4, 1863, I summoned Jacob Graiser, Hiram W. Johnson, and David Herley, who, after having been by me first duly sworn according to law to value and appraise the real estate described in the above-named order of sale, did value and appraise the same as follows, to wit: the northwest quarter of section fourteen, (14,) in township eight, (8,) of range twenty-one,
778 (21,) and the east half of the northeast quarter of section fifteen, (15,) town. eight, (8,) of range twenty-one, (21,) valued and ap-

praised at and for the sum of eighteen $\frac{25}{100}$ (18.25) dollars per acre, making a total of forty-five hundred dollars, ($4,500.)

Witness our hands and seals, December 7, 1863.

JAKOB GRAISER. [SEAL.]
HIRAM W. JOHNSON. [SEAL.]
DAVID HERLEY. [SEAL.]

[5-cent revenue-stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and appraisement in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

DECEMBER 17, 1863.—Oath and apprais'ment filed herein in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale on decree in said cause against Charles Ball.

We, R. Higby, A. A. T. Randolph, and Washington Wakefield, do swear that we are residents and householders of Atchison
779 County and State of Kansas; that we are disinterested parties to the above suit, and that we will well and truly, and to the best of our judgment, skill, and ability, and on actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

R. HIGBY. [SEAL.]
A. A. F. RANDOLPH. [SEAL.]
WASHINGTON WAKEFIELD. [SEAL.]

[5-cent revenue-stamp cancelled.]

Sworn to and subscribed before me, December 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale on decree in said cause against Charles Ball.

In pursuance of an order of sale issued out of the above-entitled *cause*, and to me directed, dated December 4, 1863, I summoned R. Higby, A. F. Randolph, and Washington Wakefield, three disinterested householders, and residents of Atchison County and State of Kansas, who,
780 after having been by me first duly sworn according to law to value and appraise the property described in the above-named order of sale, valued and appraised the same as follows, to wit: lots one and two, (1 & 2,) in section ten, (10,) of town. seven, (7,) of range

nineteen, (19,) containing eighty acres, (80,) valued and appraised at and for the sum of six dollars per acre, making a total of four hundred and eighty ($480) dollars.

Witness our hands and seals, December 11, 1863.

R. HIGBY. [SEAL.]
A. A. F. RANDOLPH. [SEAL.]
WASHINGTON WAKEFIELD. [SEAL.]

[5-cent revenue-stamp cancelled.]

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. Charles Ball. Oath & apprais'ment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

DECEMBER 17, 1873.—Oath and apprais'ment filed herein, in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against John A. Stephens and Margaret Stephens.

781 We, Owen O. Grady, Squire Wade, and C. G. Means, do swear that we are residents and householders of Atchison County and State of Kansas, and that we are disinterested parties to the above cause, and that we will well and truly, and to the best of our skill, judgment, and ability, value and appraise the real estate described in the above-named order of sale. So help us God.

OWEN O. GRADY. [SEAL.]
SQUIRE WADE. [SEAL.]
C. G. MEANS. [SEAL.]

[5-cent revenue-stamp cancelled.]

Sworn to and subscribed before me this December 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against John A. Stephens and Margaret Stephens.

In pursuance of the commands of an order of sale issued out of the above-entitled *cause*, directed to the marshal of the United States for the district of Kansas, dated December 4th, 1863, I summoned Owen
782 O. Grady, Squire Wade, and C. G. Means, three disinterested householders and residents of Atchison County, State of Kansas, who, after having been first duly sworn according to law to value and appraise the property described in the above-named order of sale, valued and appraised the same as follows, to wit: the west half of the north-east quarter of section thirty-one, (31,) in township six, (6,) of range

twenty-one, (21,) valued and appraised at and for the sum of six dollars per acre, making a total of four hundred and eighty dollars, ($480.)

Witness our hands and seals, December 12, 1863.

OWEN O. GRADY. [SEAL.]
SQUIRE WADE. [SEAL.]
C. G. MEANS. [SEAL.]

[5-cent revenue-stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above cases.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al., John A. Stephens, Margaret Stephens. Oath & appraisment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

783 DECEMBER 17, 1863.—Oath and apprais'ment filed herein in said cause, which is in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Samuel E. Edwards, Mary Ann Edwards.

In pursuance of the commands of an order of sale issued out of the above-entitled *cause*, dated December 4th, 1863, I summoned Jacob Gaizer, Hiram W. Johnson, and David Herley, three disinterested residents and householders of Leavenworth County, State of Kansas, who, after having been by me first duly sworn according to law, to value and appraise the property described in the above-named order of sale, did value and appraise the same as follows, to wit: the southwest quarter of section twenty-six, (26,) in town. seven, (7,) of range twenty-one, (21,) valued and appraised it and for the sum of ten ($10) per acre, making a sum total of sixteen hundred dollars, ($1,600,) *dollars.*

Witness our hands and seals, December 7, 1863.

784 JACOB GAIZER. [SEAL.]
HIRAM W. JOHNSON. [SEAL.]
DAVID HARLEY. [SEAL.]

[5-cent revenue stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named cause.

JAMES L. McDOWELL,
U. S. Marshal.

U. S. D. C., district of Lawrence.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Samuel E. Edwards & Mary Ann Edwards.

We, Jacob Kaiser, Hiram W. Johnson, and David Herley, do swear

that we are residents and householders of Leavenworth County, State of Kansas; that we are disinterested parties to the above cause, and that we will well and truly, and to the best of our skill, judgment, and ability, value and appraise the real estate described in the above order of sale. So help us God.

JACOB GAIZER. [SEAL.]
HIRAM W. JOHNSON. [SEAL.]
DAVID HERLEY. [SEAL.]

[5-cent revenue stamp cancelled.]

785 Sworn to and subscribed before me December 7th, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per JULIUS HAUG, *Deputy.*

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. Samuel E. Edwards, Mary Ann Edwards. Oath and appraisement. Copy. Filed December 17th, 1863. F. G. Adams, clerk.

DECEMBER 17TH, 1863.—Oath and apprais'ment filed in said cause, which is in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Duncan and Sarah Duncan.

In pursuance of the command of an order of sale issued out of the above-entitled court in the above-entitled cause and directed bearing date December 14th, 1863, I summoned A. Higby, A. A. F. Randolph, and Washington Wakefield, three disinterested householders and residents of Atchison County, State of Kansas, who, after being by
786 me first duly sworn according to law to value and appraise the property described in the above order of sale, did value and appraise the same as follows, to wit:

The N. ½ of the E. ½ of the NE. quarter of section number ten, (10,) of town. number seven, (7,) of range number nineteen, (19,) valued and appraised at and for the sum of five $5.00 per acre, making a total of two hundred dollars, ($200.)

Witness our hands and seals December 11th, 1863.

R. HIGBY. [S.]
A. A. F. RANDOLPH. [S.]
WASHINGTON WAKEFIELD. [S.]

[5-cent revenue stamp cancelled.]

I certify the foregoing to be a correct copy of the original oaths and apprais'ments in above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Duncan & Sarah Duncan.

STATE OF KANSAS,
Atchison County, ss:

787 We, R. Higby, A. A. F. Randolph, and Washington Wakefield, do swear that we are residents and householders of Atchison County, State of Kansas; that we are disinterested parties to the above cause, and we will well and truly, and to the best of our judgment and ability, and upon actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

R. HIGBY.
A. A. F. RANDOLPH.
WASHINGTON WAKEFIELD.

[5-cent revenue stamp cancelled.]

Sworn to and subscribed before me December 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. Thomas H. Duncan, Sarah Duncan. Oath and apprais'ment. Copy. Filed December 17th, 1863. F. G. Adams, clerk.

December 17, 1863, oath and apprais'ment filed herein in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

788 Order of sale in said cause on decree therein against A. J. Rothwell & Polly Ann Rothwell.

We, W. J. Mayfield, Delany Wood, and Henry Chine, do swear that we are residents and householders of Atchison County, State of Kansas; that we are disinterested parties to the above-entitled cause, and that we will well and truly, and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in said order of sale. So help us God.

W. J. MAYFIELD. [SEAL.]
DELANY WOOD. [SEAL.]
HENRY CHINE. [SEAL.]

Sworn to and subscribed before me December 11th, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per JULIUS HAUG, *Deputy.*

[5-cent revenue stamp cancelled.]

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against A. J. Rothwell and Polly Ann Rothwell.

In pursuance of the commands of an order of sale issued out of the above-entitled court, in the above-entitled cause, to me directed,
789 dated December 4th, 1863, I summoned W. J. Wakefield, Delany Wood, and Henry Chine, three disinterested residents and householders of Atchison County and State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the estate described in the above-named order of sale, did value and appraise the same as follows, to wit: The northwest quarter of section eighteen, (18,) in town. (7,) of range twenty, (20,) valued and appraised at and for the sum of two $\frac{50}{100}$ ($2.50) dollars per acre, making a total of four hundred dollars, ($400.)

Witness our hands and seals December 16, 1863.

W. J. MAYFIELD. [SEAL.]
DELANY WOOD. [SEAL.]
HENRY CHINE. [SEAL.]

[5-cent revenue stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. A. J. Rothwell and Polly Ann Rothwell. Oath and apprais'ment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

790 DECEMBER 17, 1863.—Oath and apprais'ment filed herein in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against D. D. Hendricks, Hester Hendricks, et al.

We, J. A. Hanner, Joseph Groom, and J. E. Wright, do swear that we are residents and householders of Atchison County, State of Kansas; that we are disinterested parties to the above suit, and that we will well and truly, and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

J. A. HANNER.
JOSEPH GROOM.
J. E. WRIGHT.

[5-cent revenue stamp cancelled.]

Sworn to and subscribed before me December 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

791 U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against D. D. Hendricks, Hester Hendricks, et al.

In pursuance of the commands of an order of sale issued out of the above-entitled court to me directed, dated December 4th, 1863, I summoned J. A. Hanner, Joseph Groom, and J. E. Wright, three disinterested householders and residents of Atchison County and State of Kansas, who, after being by me first duly sworn according to law to value and appraise the real estate described in above-named order of sale, did value and appraise the same as follows, to wit: the southwest quarter of section six, (6,) of town. six, (6,) of range twenty, (20,) and the west half of the northwest quarter of section six, (6,) of town. six, (6,) of range twenty, (20,) valued and appraised at and for the sum of ten $413\frac{14}{100}$ dollars per acre, making a total of twenty-five hundred dollars, $2,500. Witness our hands and seals.

[5-cent revenue stamp cancelled.]

J. A. HAMMER. [SEAL.]
JOSEPH GROOM. [SEAL.]
792 J. E. WRIGHT. [SEAL.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140. United States vs. A Bond for $600 et al. D. D. Hendricks, Hester Hendricks, et al. Oath and apprais'ment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac S. Hascall and Sarah J. Hascall.

We, Patrick Corcoran, James Lincham, and John Watkins, do swear that we are residents and householders of Atchison County, State of Kansas; that we are disinterested parties to the above cause, and that we will well and truly, and to the best of our judgment and ability, and upon actual view, value and appraise the real estate described in above-named order of sale. So help us God.

793 PATRICK CORCORAN.
JAMES LINEHAM.
JOHN WATKINS.

Sworn to & subscribed before me December 10, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue stamp cancelled.]

U. S. D. C., district of Kansas.

UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac Hascall and Sarah J. Hascall.

In pursuance of the commands of an order of sale issued out of the above-entitled court to me directed, dated December 4, 1862, I summoned Patrick Corcoran, James Lineham, & John Watkins, three disinterested householders and residents of Atchison County, State of Kansas, to value and appraise the property described in above-described order of sale, who, after having been by me first duly sworn according to law, valued and appraised said property as follows, to wit: the southeast quarter of the northeast fcl. quarter of section twenty-seven, (27,) town. six, (6,) range seventeen, (17,) containing eighty acres, more
794 or less; the SE. qr. sec. 28, town. six (6,) range 17, containing 160 acres; the SE. qur. of the NE. qr. sec. 29, town. 6, range, 17, 40 acres, valued and appraised at and for the sum of one ($1.00) dollar per acre, making a total of two hundred and forty ($240) dollars.

Witness our hands and seals, December 10, 1863.

PATRICK CORCORAN. [SEAL.]
JAMES LINEHAM. [SEAL.]
JOHN WATKINS. [SEAL.]

[5-cent revenue stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. Isaac S. Hascall, Sarah J. Hascall. Oath & apprais'ment. Copy. Filed Dec. 17th, 1863. F. G. Adams, clerk.

UNITED STATES
vs.
A BOND FOR $600 ET AL. }

Foreclosure and order of sale in this case against on mortgage of Robert L. Merchant, S. ½ SW. qr. of section 33, town. 7, range 22.

STATE OF KANSAS,
Leavenworth County:

We, Thomas Trower, Joseph Huber, & B. Wilks, that we are residents and householders of Leavenworth County & State of
795 Kansas; that we have no interest in the above-entitled cause; and that we will well and truly, and to the best of our judgment

and ability, and upon actual view, value and appraise the property described in the above-entitled order of sale.

THOMAS TROWER. [SEAL.]
JOSEPH HUBER. [SEAL.]
B. WILKS. [SEAL.]

Sworn & subscribed before me December 8, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue stamp cancelled.]

United States district court, district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Foreclosure on decree in case of mortgage of Robert L. Merchant, south ½ S. W. 33, 7, 22.

In pursuance of the command of an order of sale issued out of the above-entitled court, directed to the marshal of the United States for the district of Kansas, I summoned Thomas Trower, Joseph Huber, and B. Wilks, three disinterested householders, & residents of Leavenworth County, and State of Kansas, who, after having been first duly sworn according to law, valued and appraised the real estate
796 described in said order as follows, to wit:

The south half of the southwest quarter of section thirty-three, (33,) town. seven, (7,) range twenty-two, (22,) situate in Leavenworth County, State of Kansas, containing eighty (80) acres, valued and appraised at $10.00 per acre, making a total of eight hundred ($800.00) dollars.

Witness our hands & seals December 8th, 1863.

THOMAS TROWER. [SEAL.]
JOSEPH HUBER. [SEAL.]
B. WILKS. [SEAL.]

[5-cent revenue stamp, cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. Robert L. Merchant. Oath and apprais'ment. Copy. Filed December 17th, 1863. F. G. Adams, clerk.

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac Blessing

797 We, W. J. Mayfield, Delany Wood, and Henry Cline, do swear that we are residents and householders of Atchison County, and State of Kansas; that we are disinterested parties to the above cause; and that we will well and truly, & to the best of our judgment, skill,

and ability, value and appraise the real estate described in the above-named order of sale. So help us God.

W. J. *WAKE*FIELD. [SEAL.]
DELANY WOOD. [SEAL.]
HENRY CHINE. [SEAL.]

[5-cent revenue stamp, cancelled.]

Sworn to & subscribed before me December 11th, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per JULIUS HAUG, *Deputy.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac Blessing.

In pursuance of the command of an order of sale issued out of the above-entitled court, in the above-entitled cause, to me directed, dated December 4, 1863, I summoned W. J. Mayfield, Delany Wood, and Henry Chine, three disinterested householders, and residents of
798 Atchison County, State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the real estate described in the above-named order of sale, valued and appraised the same as follows, to wit: The east ½ of the southwest quarter of section twenty, in town. seven, (7,) of range twenty, (20,) valued and appraised at and for the sum of ($7.00) seven dollars per acre, making a total of five hundred and sixty ($560) dollars.

Witness our hands and seals December 11, 1863.

W. J. MAYFIELD. [SEAL.]
DELANY WOOD. [SEAL.]
HENRY CHINE. [SEAL.]

[5-cent revenue stamp, cancelled.]

I certify the foregoing to be a correct copy of the original oath and appraisement in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States *vs.* A Bond for $600 et al. Isaac Blessing. Oath & apprais'ment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

799 U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Israel Oliphant.

STATE OF KANSAS,
Leavenworth County, ss:

We, R. R. Higby, A. A. F. Randolph, and Washington Wakefield, do

swear that we are householders and residents of Atchison County, State of Kansas; that we are disinterested parties to the above suit; and that we will well and truly, and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

R. HIGBY. [SEAL.]
A. A. F. RANDOLPH. [SEAL.]
WASHINGTON WAKEFIELD. [SEAL.]

Sworn and subscribed before me December 11, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue stamp, cancelled.]

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

800 Order of sale in said cause on decree therein against Israel Oliphant.

In pursuance of the commands of an order of sale issued out of the above-entitled court, in the above-named cause, dated December 4, 1863, and to me directed, I summoned R. Higby, A. A. F. Randolph, and Washington Wakefield, three disinterested residents and householders of Atchison County, and State of Kansas, who, after being by me first duly sworn, according to law, to value and appraise the property described in the above-named order of sale, valued and appraised the same as follows, to wit: The west ½ of the northeast quarter of section ten, (10,) town. seven, (7,) range nineteen, (19,) containing eighty (80) acres, valued and appraised at and for six ($6.00) per acre, making a total of four hundred and eighty ($480) dollars. Witness our hands and seals.

R. HIGBY. [SEAL.]
A. A. F. RANDOLPH. [SEAL.]
WASHINGTON WAKEFIELD. [SEAL.]

[5-cent revenue stamp, cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

801 (Endorsed:) 140, 141. The United States *vs.* A Bond for $600 et al. Israel Oliphant. Oath & apprais'ment. Copy. Filed December 17, 1863. F. G. Adams, clerk.

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Robert W. Hancock & Eliza M. Hancock.

We, P. McDuff, Gail M. Potter, and George Kluschutte, do swear that we are disinterested parties to the above cause, and that we will well and truly, and to the best of our judgment, skill, and ability, and upon

actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

P. McDUFF. [SEAL.]
GAIL M. POTTER. [SEAL.]
GEORGE KLUSCHUTTE. [SEAL.]

Sworn & subscribed before me December 11th, 1863.

JAMES L. McDOWELL,
U. S. Marshal,
Per JULIUS HAUG, *Deputy.*

802 U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL.

Order of sale in said cause on decree therein against Robert W. Hancock and Eliza M. Hancock.

In pursuance of the command of an order of sale, issued out of the above-entitled court in the above-entitled cause, and to me directed, dated December 4th, 1863, I summoned P. McDuff, Geo. W. Potter, and George Kluschutte, three disinterested householders & residents of Atchison County, State of Kansas, who, after having been by me first duly sworn according to law to value and appraise the real estate described in the above order of sale, did value and appraise the same at and for the sum of seven $\frac{50}{100}$ ($7.50) dollars per acre, making a total of twelve hundred (1,200) dollars.

Witness our hands & seals December 11th, 1863.

P. McDUFF. [SEAL.]
GEO. W. POTTER. [SEAL.]
GEORGE KLUSCHUTTE. [SEAL.]

[5-cent revenue stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

803 (Endorsed:) 140, 141. United States *vs.* A Bond for $600 et al. Robert W. Hancock, Eliza M. Hancock. Oath and apprais'ment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

Dec. 17, 1863, a copy of oath and apprais'ment filed in said cause, which is in words and figures as follows, to wit:

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac S. Hascall and Sarah J. Hascall.

We, G. W. Glick, A. Q. McCausland, and Thomas Murphy, do swear that we are residents and householders of Atchison County and State of Kansas; that we are disinterested parties to the above cause, &

that we will well and truly, and to the best of our judgment, skill, and ability, and upon actual view, value and appraise the real estate described in the above-named order of sale. So help us God.

G. W. GLICK.
A. Q. McCAUSLAND.
THOMAS MURPHY.

804 Sworn and subscribed to before me December 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue stamp cancelled.]

THE UNITED STATES
vs.
A BOND FOR $600 ET AL.

Order of sale in said cause on decree therein against Isaac S. Hascall & Sarah J. Hascall.

In pursuance of the command of an order of sale issued out of the above-entitled *cause*, in the above-entitled case, dated December 4th, 1863, to me directed, I summoned G. W. Glick, A. Q. McCauseland, and Thomas Murphy, three disinterested householders and residents of Atchison County, State of Kansas, who, after being by me first duly sworn according to law to value and appraise the real estate described in the above-named order of sale, valued and appraised the same as follows, to wit:

Lot	10	in block	10,	valued	&	appraised at	$2,165 00
"	11	" "	10,	"		"	235 00
"	12	" "	10,	"		"	235 00
"	13	" "	10,	"		"	235 00
Total amount of valuation							2,870 00

Witness our hands and seals December 12, 1863.

805 [5-cent revenue stamp cancelled.]

G. W. GLICK. [SEAL.]
A. Q. McCAUSELAND. [SEAL.]
THOMAS MURPHY. [SEAL.]

I certify that the foregoing is a correct copy of the original oath and apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

Filed Dec. 17, 1863.

F. G. ADAMS, *Clerk.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL.
No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Storts & A. R. Storts.

We, G. W. Glick, A. J. McCauseland, and Thomas Murphy, do swear that we are residents and householders of Atchison County, Kansas;

that we are disinterested parties to the above cause; that we will well and truly, and to the best of our judgment, skill, and ability, and on actual view, value and appraise the property described in the above-named order of sale. So help us God.

GEO. W. GLICK. [SEAL.]

806 A. J. McCAUSELAND. [SEAL.]
THOMAS MURPHY. [SEAL.]

Sworn to & subscribed before me December 12, 1863.

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue stamp, cancelled.]

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Storts & A. R. Storts.

In pursuance of the commands of an order of sale issued out of the above-entitled *cause* and to me directed, dated December 4th, 1863, I summoned G. W. Glick, A. J. McCausland, & Thomas Murphy, three disinterested householders and residents of Atchison County, State of Kansas, who after having been by me first duly sworn according to law to value and appraise the property described in the above-named order of sale, value and appraise the same as follows, to wit: lot eleven, (11,) in block thirty-six, in Challiss' addition to Atchison, valued and appraised at & for one hundred and fifty ($150) dollars.

Witness our hands & seals December 12, 1863.

G. W. GLICK. [SEAL.]
807 A. J. McCAUSLAND. [SEAL.]
THOMAS MURPHY. [SEAL.]

[5-cent revenue stamp, cancelled.]

I certify the foregoing to be a correct copy of the oath & apprais'ment in the above-named case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) 140, 141. United States vs. A Bond for $600 et al. Thomas H. Storts, A. R. Storts. Oath & apprais'ment. Copy. Filed Dec. 17, 1863. F. G. Adams, clerk.

Order of sale.

And on this day, to wit, January 4, 1864, the clerk of the district court for said district issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said

court, it was ordered, adjudged, and decreed that Marion Todd
808 and Mary P. Todd should pay into said court, within five months after said date, for the use of the United States of America, the sum of seven hundred (700) dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northwest quarter of section twenty-nine (29) and the north half of the northeast quarter of section thirty, (30,) township nine, (9,) range twenty-two, (22,) situate in the county of Leavenworth and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid. These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale, to abide the order of said court.

809 You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this fourth (4) day of January, in the year of our Lord one thousand eight hundred and sixty-four, (1864.)

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., district of Kansas. United States vs. Marion Todd et al. Amount decree $700, with interest from June 5, 1863; cost, 16.80; total, 716.80; marshal's, 12.00; clerk 4.80. Filed 1864. clerk. Robert Crozier, U. S. atty. Filed May 25, A. D. 1864. C. J. Hanks, clerk.

And on this day, to wit, January 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in words and figures as follows, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States of America for the district of Kansas:

810 Whereas at the April term, A. D. 1863, of the district court of the United States within and for the district of Kansas, to wit, on the 6th day of July, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that D. D. Hendricks and Hester Hendricks should within five months from the date of said decree pay into the court aforesaid, for the use of the United States of America, the sum of nineteen hundred and eighty dollars, ($1,980,) with legal interest from the date of said decree, and in default the following real estate, that is to say, the southeast quarter of section six, (6,) and the west half of the northwest quarter of section six, (6,) in township six, (6,) and range twenty, (20,) situate in Atchison County, State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under executions;

And whereas afterwards, to wit, at a term of said court begun and held at Topeka, in said district, on the 12th day of October, A. D. 1863, and on the 27th day of November of said year, it being a judicial

811 day of said term of said court, it was further decreed, ordered, and adjudged by the said court that John D. Hendricks, Wm. N. Hendricks, Daniel D. Hendricks, and Harvey J. Hendricks, heirs of D. D. Hendricks, one of the obligors herein, be, and they are hereby, barred and forever foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the said mortgaged premises;

And whereas the said period of five months has fully elapsed and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be advertised, appraised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring the proceeds of said sale into court aforesaid without delay, to abide the order of said court.

You will make due return of this writ to the said court within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 18th day of January, in the year of
812 our Lord one thousand eight hundred and sixty-four, (A. D. 1864.)

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:). U. S. D. C., district of Kansas. U. S. vs. Bond for $600 et al. Order of sale on decree in said cause vs. D. D. Hendricks, heirs of. Amt. decree, $1,980; costs, 40.10: marshal's, 35.30; clerk's, 4.80—2,020.10. R. Crozier, esq., U. S. attorney.

Received this writ January 18, 1864, and, in obedience to the commands of the same, on the 18th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale; I had the real estate within described appraised, and offered the same at public auction, but failed to have the ⅔ of the same bid therefor) a weekly paper published and of general circulation in Atchison County, Kansas, that I would sell the real estate within described at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Kansas, on Saturday, February 20th, 1864, between the hours of 1 and 2 o'clock p. m. on said day; which said notice was published in said paper for more than 30 days immediately preceding the day of said sale,
813 (a copy of same is herewith returned, marked "A;") and on said 20th day of February, 1864, at the time and place mentioned in said advertisement, I offered the real estate herein described at public auction, and did not have ⅔ of the appraised value thereof bid for the same. I therefore return this writ.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 110, 11.00; service, 1, 3.00; advertising, 2.50; endeavoring to sell, 2.50; printer, 7.50—26.50.

"A."—U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against D. D. Hendricks, Hester Hendricks, et al.

In pursuance to the command of an order of sale issued out of the

above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4th, 1864, I will sell at public auction, to the highest and best
814 bidder, for cash in hand, in front of the court-house door, in the city of Atchison, in Atchison County, State of Kansas, on Saturday, February 20, 1864, between the hours of one o'clock and two o'clock p. m. of said day, all the right, title, and interest of D. D. Hendricks, Hester Hendricks, John D. Hendricks, Wm. N. Hendricks, Daniel D. Hendricks, and Henry J. Hendricks in and to the following-described real estate, to wit: the southwest quarter of section six, (6,) in township six, (6,) of range twenty, (20,) and the west half of the northwest ¼ of section 6, township 6, range 20, being one of the most desirable farms of Atchison County, all situate in Atchison County and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

N. 45, 4t; print. fee, $7.50. Dec. 14, 1863.
Filed May 16, 1864. C. J. Hanks, clerk. By E. E. Chesney, deputy.

815 And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Thomas H. Duncan and Sarah Duncan his wife, should pay into said court within five months after said date, for the use of the United States of America, the sum of two hundred and sixty dollars, ($260,) with legal interest from the date of said decree, and in default of said payment the following real estate, to wit,
816 the north half of the east half of the northeast quarter of section ten, (10,) township seven, (7,) and range nineteen, (19,) situate in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under executions;

And whereas the said period of five months has fully expired, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 20th day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.] F. G. ADAMS, *Clerk.*

817 (Endorsed:) U. S. D. C., district of Kansas. United States of vs. Thomas H. Duncan. Amt. decree, $260, with interest from June 5th, 1863. Costs, 35.80: marshal's, 31.00; clerk's, 4.80. Robt. Crozier, U. S. atty.

Received this writ January 20, 1864, and, in obe*i*dence to the commands of the same, on the 20th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale; I had the real estate within described appraised, and offered the same at public auction, but failed to have the ⅔ of the appraised value of same bid therefor,) a weekly paper published and of general circulation in Atchison County, Kansas, that I would sell the real estate within described at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Kansas, on Saturday, February 20th, 1864, between the hours of 1 and 2 o'clock p. m. on said day, which said notice was published in said paper for more than 30 days immediately preceding the day of said sale, (a copy of same is herewith returned, marked "A;") and on said 20th day of February, 1864, at the time and
818 place mentioned in said advertisement, I offered the real estate herein described at public auction, and did not have ⅔ of the appraised value thereof bid for the same.

I therefore return this writ.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: miles, 110, 11.00; service, 1, 3.00; advertising, 2.50; endeavoring to sell, 2.50; printers, 7.50—26.50.

A.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Thomas H. Duncan and Sarah Duncan.

In pursuance of the command of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4, 1863, I will sell at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Atchison County, and State of Kansas, on Saturday, February
819 20th, 1864, between the hours of 1 o'clock p. m. and 2 o'clock p. m. of said day, all the *all the* right, title, and interest of Thomas H. Duncan and Sarah Duncan in and to the following-described real estate, to wit: the north half of the east half of the northeast quarter of section ten, (10,) town. seven, (7,) of range nineteen, (19,) situate in Atchison County, State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq,,
U. S. Attorney.

December 14th, 1863. 45, 4t; print. fee, $7.50.
Filed May 16, 1864. C. J. Hanks, clerk. By E. E. Chesney, deputy clerk.

And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America, to the marshal of the United States for the district of Kansas:

Whereas at the April, A. D. 1863, term of the district court of the United States in and for the district of Kansas, to wit,
820 on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that Charles Ball should pay into said court, within five months after said date, for the use of the United States of America, the sum of three hundred and seventeen $\frac{25}{100}$ dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit: lots one and two (1 & 2) in section ten, (10,) town. seven, (7,) range nineteen, (19,) situate in the county of Atchison, and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution; and that you bring into court, without delay, the proceeds of said
821 sale, to abide the order of said court.

You make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 20th day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140, 141. District of Kansas. The United States vs. A Bond for $600 et al. Amt. decree, $317.25, with interest from June 5, 1863. Marshal's costs, $31.00; clerk's, 4.80; total, $353.05. Order of sale in said cause against Charles Ball. Robt. Crozier, U. S. atty.

Received this writ January 20, 1864, and in obedience to the commands of the same, on the 20th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale; I had the real estate within described appraised, and offered the same at public auction, but failed to have the $\frac{2}{3}$ of the appraised value of same bid therefor,) a weekley newspaper pub-
822 lished and of general circulation in Atchison County, Kansas, that I would sell the real estate within described at public auction, to the highest and best bidder, for cash in hand, in front of the court-

house door, in the city of Atchison, Kansas, on Saturday, February 20, 1864, between the hours of 1 & 2 o'clock p. m. on said day; which said notice was published in said paper for more than thirty days immediately preceding the day of said sale, (a copy of same is herewith returned, marked "A;") and on said 20th day of February, 1864, at the *at the* time and place mentioned in said advertisement, I offered the real estate within described at public auction, and did not have ⅔ the appraised value thereof bid for the same.

I therefore return this writ.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 110, 11.00; service, 1, 3.00; advertising, 2.50; endeavoring to sell, 2.50; printing, 7.50—26.50.

"A."—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

823 Order of sale in said cause on decree therein against Charles Ball.

In pursuance of commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4, 1863, I will sell at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Atchison County, State of Kansas, on Saturday, February 20th, 1864, between the hours of 1 o'clock p. m. and 2 o'clock p. m. on said day, all the right, title, and interest of Charles Ball in and to lots one and two, (1, 2,) section ten, (10,) town. (7,) seven, of range nineteen, (19,) situated in Atchison County, State of Kansas.

JAMES L. McDOWELL.
U. S. Marshal.

ROBERT CROZIER, *U. S. Attorney.*

45-4t; print. fees, $7.50. Filed May 16, 1864. C. J. Hanks, clerk. By E. E. Chesney, deputy.

824 And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, was in words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America, to the marshal of the United States for the district of Kansas:

Whereas at the April, A. D. 1863, term of the district court of the United States in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Isaac S. Hascall should pay into said

court, within five months after said date, for the use of the United States of America, the sum of three thousand three hundred and sixty dollars, with legal interest from the date of said decree, and in default of said payment the following real estate, with other real estate, to wit: lots number ten, eleven, and twelve, (10, 11, 12,) in block number ten, (10,) in the city of Atchison, situate in the county of Atchison, and State of Kansas, should be appraised, advertised, and sold by the
825 marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 20th day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) No. 140, 141. U. S. D. C., district of Kansas. The United States vs. A Bond for $600 et al. Amt. decree, $3,360, with in-
826 terest from June 5th, 1863. Marshal's costs, 62.00; clerk's, 4.80. Order of sale against Isaac S. Hascall. Robert Crozier, U. S. atty.

Received this writ January 20th, 1864, and, in obedience to the commands of the same, on the 20th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale; I had the real estate within described appraised, and offered the same at public auction and sold part of the property charged with the payment of the judgment in this case,) a week' newspaper published and of general circulation in Atchison County, and State of Kansas, that I would sell the real estate therein described at public auction, in front of the court-house door, in the city of Atchison, on Saturday, February 20, 1864, between the hours of one and two o'clock p. m., to the highest and best bidder, for cash in hand; which said notice was published in said paper for thirty days immediately preceeding the day of such sale; (a copy of same is here*by* annexed marked "A," and made a part of this;) and on said 20th day of February,
827 1864, at the time and place mentioned in said notice, I offered the said real estate at public auction, and did sell a part of same, as follows, (the said bidder being the highest and best therefor,) to wit, lot 12, in block 10, in city of Atchison, Kansas, sold to William L. Challiss for $155, being above ⅔ appraised value of said lot; and on the 20th day of March, 1864, (having failed to get ⅔ the appraised value of property bid for the same,) I caused a notice to be published in same paper (a copy of which is hereto annexed and made B, part of this return) that on the 26th day of March, 1864, between the hours of one and two o'clock p. m., in front of the court-house door, in the city of Atchison, I would sell the remainder of said property at public auction, to the highest and best bidder, for cash in hand, which said notice was

published in said paper for more than thirty days immediately preceeding the day of such sale.

And on said 26th day of March, 1864, at the time and place mentioned in said advertisement, I offered said property for sale, and failed to sell same for want of bidders.

JAMES L. McDOWELL,
U. S. Marshal.

828 Marshal's fees: Alias service, 3.00; miles 110, 11.00; advertising, 2.50; selling, 2.50; commis. 155, 4.55; deed, 8.00; printers, 7.50; pluries service, 3.00; miles 110, 11.00; advertising, 2.50; attempt to sell, 2.50; printers, 7.50—$65.65.

A.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac S. Hascall and Sarah J. Hascall.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4, 1863, I will sell at public auction, to the highest and best bidder, for cash in hand, on Saturday, February 20th, 1864, between the hours of 1
829 and 2 o'clock p. m., on said day, in front of the court-house door in the city of Atchison, Atchison County, State of Kansas, all the right, title, and interest of Isaac S. Hascall and Sarah J. Hascall in and to the following-described real estate, to wit: lot ten, (10,) in block ten, (10,) in the city of Atchison, with a fine brick house and other improvements on same; and lots eleven and twelve, (11 & 12,) in block (10,) in the city of Atchison, all situated in Atchison County, State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

45—4t, $10. Dec. 12, 1863.

B.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Isaac S. Hascall and Sarah J. Hascall.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal

of the United States for the district of Kansas, I will sell at public auction, to the highest and best bidder, for cash in hand, on Saturday, March 26, 1864, between the hours of one o'clock and two o'clock p.
830 m. of said day, in front of the court-house door in the city of Atchison, Atchison County, State of Kansas, all the right, title, and interest of Isaac S. Hascall and Sarah J. Hascall in the following-described real estate, to wit: lot ten, (10,) in block ten, (10,) in city of Atchison, with a fine brick house and other improvements on same; and lot eleven, (11,) in block ten, (10,) in city of Atchison, all of Atchison County and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Attorney.

4—4t, $10. Filed May 24, 1865. C. J. Hanks, clerk. By E. E. Chesney dep. clerk.

And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

831 Whereas at the April, A. D. 1863, term of the district court of the United States for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree there' ordered, adjudged, and decreed that Louis Diein should pay into court within five (5) months after said date, for the use of the United States of America, the sum of three hundred and ninety dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate to wit, the northeast quarter of section nine, (9,) in township seven, (7,) of range twenty-one, (21,) situate in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

832 These are therefore to command you that you cause the said real estate to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale within sixty days from the date thereof.

Witness the Hon. Mark W. Delahay, judge of our said court at Topeka in said district, this (20) twentieth day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., district of Kansas. United States vs. A bond for $600 et al. Louis Dein. Am't of decree, $390, with interest from

June 5th, 1863. Marshal's costs, 12.40; clerk's, 4.80. Rob't Crozier, U. S. atty.

Received this writ January 20, 1864, and in pursuance to the commands of the same, on the 17th day of January, 1864, I summoned S. W. Halliday, L. Early, and Jacob Eiler, three disinterested resi-
833 dents and householders of Atchison County, State of Kansas, who, after having been by me duly sworn according to law, valued and appraised the property within described as follows, to wit: NE. ¼ sec. 9, t'p 7, range 21, appraised at $3.50 per acre, making a total of $560.00.

And on the 18th day of January, 1864, I caused a notice to be published in the Atchison Champion, a weekly newspaper published, and of general circulation, in Atchison County, State of Kansas, that I would on February 27, 1864, offer the real estate within described, at 1 o'clock p. m., at public auction, in front of the court-house door, in the city of Atchison, for sale to the highest and best bidder for cash in hand, which said notice was published in said newspaper for more than thirty days immediately preceeding the day of said sale, (a copy of same is hereto annexed marked A,) and on said 27th day of February, 1864, at the time and place mentioned in said advertisement, I offered said property for sale at public auction, and did sell the same to , he being the highest and best bidder therefor, as follows, to wit:

834 The northeast quarter sec. nine, (9,) in township seven, (7,) of range twenty-one, for $374; said amount being over ⅔ of the appraised value of the same.

JAMES L. McDOWELL,
U. S. Marshal.

Appraisers & mileage, 3.50; appraising, 1.50; service, 3.00; miles, 124, 12.40; advertising, 2.50; selling, 2.50; deed, 8.00; commis., 11.22; printer, 7.50—52.10; miles, appraisement 600, 6.00—$58.12.

A.—*U. S. marshal's sale.*

U. S. D. court, dist. of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Louis Dein and Linna Dein.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, I will sell to the
835 highest and best bidder, for cash in hand, in front of the court-house door in the city of Atchison, in the district aforesaid, on Saturday, February 27th, 1864, at 1 o'clock p. m. on said day, all the right, title, and interest of Louis Dein and Linna Dein in and to the following-described real estate, to wit: the northeast quarter of section nine, (9,) in township seven, (7,) of range twenty-one, (21,) situated and being in the county of Atchison and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Atty.

January 18, 1864. U. 51, 4 r.
Filed May 2, 1864. C. J. Hanks, clerk, by E. E. Chesney, deputy clerk.

And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

836 Whereas at the April, A. D. 1863, term of the district court of the United States in and for the district of Kansas, to wit, on the fifth (5) day of June, A. D. 1863, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that George W. Larrison and his wife should pay into said court, within five months after said date, for the use of the United States of America, the sum of one hundred and ninety-two dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northeast (except four acres) of section eleven, (11,) in township No. five, (5,) in range number nineteen, (19,) situated in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the State of Kansas, *should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas*, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed and default has been made in the payment of said sum of money so decreed to be paid:

837 These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale to abide the order of said court.

You will make due return of this order of sale to the court aforesaid, within sixty days from the date thereof.

Witness the Hon. Mark W. Delahay, judge of our said court in said district, this 20th day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.]

(Endorsed:) U. S. D. C., district of Kansas. United States vs. A Bond for $600 et al. George W. Larrison. Am't decree, $192.00, with int. from June fifth, (5,) 1864. Marshal's costs, 33.70; clerk's, 4.80. Rob't Crozier, U. S. atty.

Received this writ January 20, 1864, and, in obedience to the commands of the same, on the 20th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale. I had the real estate within described ap-

838 praised, and offered the same at public auction, but failed to have the $\frac{2}{3}$ of the appraised value of same bid therefor,) a weekly newspaper published, and of general circulation, in Atchison County, Kansas, that I would sell the real estate within described at public auction to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Kansas, on Saturday, February 20th, 1864, between the hours of 1 and 2 o'clock p. m. on said day, which said notice was published in said paper for more than 30 days immediately preceding the day of said sale, (a copy of same is herewith returned, marked A,) and on said 20th day of February, 1864, at the time and place men-

tioned in said advertisement, I offered the real estate herein described at public auction, and did not have ⅔ of the appraised value thereof bid for the same. I therefore return this writ.

Marshal's fees: Miles, 110, 11.00; services, 1, 3.00; advertising, 2.50; endeavoring to sell, 2.50; printers, 7.50—total, 26.50.

839 JAMES L. McDOWELL,
U. S. Marshal.

A.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said court in the decree therein against George W. Larrison and Elizabeth Larrison.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4, 1863, I will sell at public auction to the highest and best bidder, for cash in hand, in front of the door of the court-house, in the city of Atchison, Atchison County, State of Kansas, on Saturday, Feb'y 20th, 1864, between the hours of 1 o'clock and 2 o'clock p. m. on said day, all the right, title, and interest of Geo. W. Larrison and Elizabeth Larrison in and to the following-described real estate, to wit: the northeast quarter (except four (4) acres) of section eleven, (11,) town. five, (5,) range nineteen, (19,) situate in Atchison County, in State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq., *U. S. Atty.*

840 Dec. 12th, 1863, N. 45, 4t. print. fee, $7.50.

Filed May 16, A. D. 1864. C. J. Hanks, clerk. By E. E. Chesney, dep. clerk.

And on this day, to wit, January 20, 1863, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April, A. D. 1863, term of the district court of the United States in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that James V. Beeson should pay into said court, within five months after said date, for the use of the United States of America, the sum of five hundred and forty dollars, ($540,) with legal interest from the date of said decree, and that in
841 default of said payment the following real estate, to wit, the southeast quarter of section twenty, (20,) town. seven, (7,) range twenty, (20,) and the west half of the southwest quarter of section twelve, (12,) town. seven, (7,) range nineteen, (19,) situate in the county of

Atchison, and State of Kansas, should be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas, regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale to abide the order of said court.

You will make due return of this order of sale to the court aforesaid, within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court,
842 at Topeka in said district, this 20th day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., district of Kansas. The United States vs. A Bond for $600 et al. Am't decree $540, with int. from June 5th, 1863. Marshal's costs 33.25; clerk's, 4.80. Alias order of sale, James V. Beeson. Robt. Crozier, U. S. atty.

Received this writ January 20, 1864, and in obedience to the commands of the same, on the 20th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale. I had the real estate within described appraised and offered the same at public auction, and failed to sell for want of a bidder,) a newspaper published and of general circulation in Atchison County, State of Kansas, a notice that I would sell, at public auction, on Saturday, February 20, '64, between the hours of 1 and 2 o'clock p. m. of said day, in front of the court-house door, in the city of Atchison, the real estate described in said notice, together with a de-
843 scription of said real estate, which said notice was published in said paper for more than thirty days immediately preceeding the day of such sale. And on said 20th day of February, 1864, at the time and place mentioned in said notice, I offered said real estate at public auction, and sold the same to , he being the highest and best bidder therefor as follows: the SE. sec. 20, t'p 7, r'ge 20, and the W. ½ of the SW. q'r sec. 12, t'p 7, range 19, sold to for $400, said amount being over ⅔ the appraised value of said real estate.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles, 120, 12.00; alias service, 3.00; advertising, 2.50; selling, 2.50; deed, 8.00; commis., 12.00; printer, 7.50—$47.50.

A.—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said court on decree therein against James V. Beeson.

844 In pursuance of the commands of an order of sale issued out of

the above-entitled court, directed to the marshal of the United States for the district of Kansas, bearing date December 4, 1863, I will sell, at public auction, to the highest bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Atchison County, and State of Kansas, on Saturday, February 20, 1864, between the hours of 1 o'clock p. m. and 2 o'clock of said day, all the right, title, and interest of James V. Beeson in and to the following-described property, to wit: the southeast quarter of section twenty, (20,) town. seven, (7,) range twenty, (20,) and the west half of the southwest quarter of section twelve, (12,) in town. seven, (7,) range nineteen, (19,) all situate in Atchison County, and State of Kansas.

JAMES L. McDOWELL,
U. S. Marshal.

ROBERT CROZIER, Esq.,
U. S. Atty.

63.45, 4t. Print. fee, $7.50. Filed May 25, A. D. 1864. C. J. Hanks, clerk.

845 And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in the above-entitled cause, which, with the endorsements thereon, was and is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April, A. D. 1863, term of the district court of the United States in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that Israel Oliphant should pay into said court, within five months after said date, for the use of the United States of America, the sum of two hundred and seventy dollars, with legal interest from the date of said decree, and in default of said payment the following real estate, to wit: the west half of the northeast quarter of section ten, (10,) in township seven, (7,) range nineteen, (19,) situate in the county of Atchison and State of Kansas, should be
846 appraised, advertised, and sold by the marshal of the United States for the district of Kansas, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale to abide the order of said court.

You will make due return of this order of sale to the court aforesaid, within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka in said district, this twentieth (20th) day of January, in the year of our Lord one thousand eight hundred and sixty-four.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., district of Kansas. The United States vs. A Bond for $600 et al. Israel Oliphant, am't decree $270.00,
847 with interest from June fifth, (5,) 1863. Marshal's costs, $28; clerk's, 4.80. Robert Crozier, U. S. attorney.

Received this writ January 20th, 1864, and in obedience to commands of the same, on the 20th day of January, 1864, I caused a notice to be published in the Atchison Champion, (this is an alias order of sale on former order of sale. I had the real estate within described appraised, and offered the same at public auction, but failed to have ⅔ of the appraised value of same bid therefor,) a weekly newspaper published, and of general circulation, in Atchison County, Kansas, that I will sell the real estate within described, at public auction, to the highest and best bidder, for cash in hand, in front of the court-house door, in the city of Atchison, Kansas, on Saturday, February 20, 1864, between the hours of 1 and 2 o'clock p. m. on said day, which said notice was published in said paper for more than 30 days immediately preceeding the day of said sale, (a copy of same is herewith attached, marked "A,") and on said
20th day of February, 1864, at the time and place mentioned in
848 said advertisement, I offered the real estate herein described at public auction, and did not have ⅔ of the appraised value thereof bid for the same. I therefore return this writ.

JAMES L. McDOWELL,
U. S. Marshal.

Marshal's fees: Miles 110, 11.00; service 1, 3.00; advertising, 2.50; endeavoring to sell, 2.50; printer's, 7.50—26.50.

"A."—*U. S. marshal's sale.*

U. S. D. C., district of Kansas.

UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Israel Oliphant.

In pursuance of the command of an order of sale issued out of the above-entitled court in the above-entitled cause, directed to the marshal of the United States for the district of Kansas, dated December 4th, 1863, I will sell at public auction, to the highest and best bidder, for cash in hand, in front of the door of the court-house, in the city of Atchison, Atchison County, State of Kansas, on Saturday, February
849 20th, 1864, between the hours of 1 o'clock p. m. and 2 o'clock p. m. of said day, all the right, title, and interest of Israel Oliphant in and to the following-described real estate, to wit: the west half of the northeast quarter of section ten, (10,) in township seven, (7,) range 19, situate in Atchison County, State of Kansas.

JAMES L. McDOWELL.

ROBERT CROZIER,
U. S. Attorney.

Dec. 14th, 1863, 45, 4t. Print. fee, $7.50.

Filed May 16th, A. D. 1864. C. J. Hanks, clerk. By E. E. Chesney, dep. clerk.

And on this day, to wit, January 20, 1864, the clerk of said district court issued an order of sale in the above cause, which, with the endorsements thereon, is in words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America, to the marshal of the United States of America for the district of Kansas:

Whereas at the April, A. D. 1863, term of the district court of the United States within and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court,
850 it was ordered, adjudged, and decreed that Samuel E. Edwards and Mary Ann Edwards should pay into the said court, within five (5) months from the date of this decree, for the use of the United States of America, the sum of four hundred and eighty dollars, ($480,) with legal interest from the date of said decree, and that in default thereof the following real estate, that is to say: the southwest quarter of section twenty-six, (26,) in township seven, (7,) and range twenty-one, (21,) situate in the county of Atchison, and State of Kansas, should be appraised, advertised, and sold by the marshal aforesaid, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said
851 sale, to abide the order of the court.

You will make due return of this order of sale to the court aforesaid, within sixty days from the date thereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 23rd day of January, in the year of our Lord one thousand eight hundred and sixty-four, A. D. 1864.

[SEAL.] F. G. ADAMS.

(Endorsed:) U. S. D. C., district of Kansas. The United States vs. A Bond for $600 et al. Order of sale in said cause on the decree therein vs. Samuel E. Edwards and Mary Ann Edwards. Amt. decree, $480; costs, 40.55—$520.55. Marshal, 35.75; clerk, 4.80. R. Crozier, U. S. atty.

Received this writ January 23, 1864, and advertised property after regularly appraising; but, on strong representations of his ability to pay within a short time, I re-advertised and extended his time. He will within a few days pay amt. into court.

Marshal's fees: Miles, 120, 12.00; service, 3.00; advertising,
852 5.00; 2 printer's fees, 15.00; appraising, 1.50; appraisers & mileage, 2.25; miles, self on same, 6.00—$24.75. Per cent. on 550, 8.25—$33.00.

Collected amt. in full.

JAMES L. McDOWELL.

Filed May 16, A. D. 1864. C. J. Hanks, clerk. By E. E. Chesney, dept.

Oath & apprais'ment.

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Marion Todd and Mary Todd.

We, N. Campbell, William Mur, and James N. Snissenberry, do swear that we are residents and householders of Leavenworth County, State of Kansas; that we are disinterested parties; and that we will well and truly, and to the best of our judgment, skill, and ability, value
853 and appraise the property described in the above order of sale. So help us God.

N. CAMPBELL. [SEAL.]
WILLIAM MUR. [SEAL.]
JAMES N. SNISENBERRY. [SEAL.]

Sworn and subscribed before me January 5th, 1864.

JAMES L. McDOWELL,
U. S. Marshal.
Per JULIUS HAUG, *Deputy.*

[5-cent revenue stamp, cancelled.]

U. S. D. C., district of Kansas.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Marion Todd and Mary Todd.

In pursuance of the commands of an order of sale issued out of the above-entitled court in the above-entitled cause, and to me directed, bearing date January 5, 1864, I summoned N. Campbell, William Mur, and James S. Snisenberry, three disinterested residents and householders of Leavenworth County, State of Kansas, who, after having been first duly sworn by me according to law to value and appraise the property described in the above order of sale, valued and appraised the same as follows, to wit:

854 The northwest quarter of section twenty-nine, (29,) and the north half of the northeast quarter of section thirty, (30,) township nine, (9,) range twenty-two, (22,) 240 acres, valued and appraised at $20 per acre, making a total of $4,800 *dollars.*

his
N. + CAMPBELL. [SEAL.]
mark.
WILLIAM MURR. [SEAL.]
JAMES S. SNISENBERRY. [SEAL.]

[5-cent revenue-stamp cancelled.]

I certify the foregoing to be a correct copy of the original oath and apprais'ment in the above case.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) Oath & apprais'ment. Marion and Mary Todd. Filed January 25th, 1864. F. G. Adams, clerk.

Order of sale.

And on this day, to wit, February 3, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

855 The United States of America to the marshal of the United States of America for the district of Kansas:

Whereas at the October term, A. D. 1863, of the district court of the United States of America within and for the district of Kansas, to wit, on the 27th day of November, A. D. 1863, by a decree of the said court then rendered, it was ordered, adjudged, and decreed that John Rothwell and Sarah Rothwell should pay into said court, for the use of the United States of America, the sum of seven hundred and twenty ($720) dollars, with legal interest from the date of this decree, and that in default thereof the following real estate, that is to say, the southeast quarter of section twelve, (12,) in township seven, (7,) and range nineteen, (19,) situate in Atchison County, and State of Kansas, should be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution by the said marshal;

And whereas default has been made in the payment of said sum of money so ordered to be paid, although five months has fully elapsed:

856 These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution; and that you bring into court without delay the proceeds of said sale to abide the order of said court.

You will make due return of this order of sale, within sixty days from this date to the court aforesaid.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka in said dis't, this (3rd) third day of February, A. D. 1864.

[SEAL.] F. G. ADAMS, *Clerk.*

(Endorsed:) U. S. D. C., district of Kansas. U. S. vs. John Rothwell. Am't decree, $720, with in't from ; costs, 16.00; total, $736; marshal's, 11.20; clerk's, 4.80; Robert Crozier, U. S. attorney.

Received this writ February 3, 1864; return without sale; defendant expects to pay money in short time.

JAMES L. McDOWELL,
U. S. Marshal.

Miles, 112, 11.20; service, 1, 3.00, 14.20; per cent. 400, collected 6.00—20.20.

857 At a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 11th day of April, A. D. 1864, proceedings were had in said cause in words and figures as follows, to wit:

WEDNESDAY, *April 13th*, 1864.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHERS, IN FAVOR of Edward S. Brown. } 140 & 141. Libel.

Now comes the United States attorney, and moves the court to confirm the sales of one Isaac S. Hascall and Sarah Hascall, mortgaged to secure the payment of money on one of the above bonds to said Brown; also, the sale of land of one Isaac Blessing, alike mortgaged to secure the payment of money to said Brown; also, the sale of land of one Thomas A. Storts, alike mortgaged to secure the payment of money to the said Brown, made by the United States marshal for the district of Kansas, on the 18th day of January, A. D. 1864, under and by virtue of certain writs of order of sale heretofore ordered to issue,
858 and there*fore* duly issued in this cause by the clerk of the said court in due form of law.

And the court having duly examined the marshal's proceedings in said sales, and being fully satisfied of the legality of the same, and being fully advised in the premises,

It is now, therefore, ordered that the aforesaid sales be, and they are hereby, in all things approved and confirmed.

And it appearing to the court, by return of this marshal duly made, that no sales have been made upon orders of sale duly issued out of the office of the clerk of this court upon the order thereof in this cause for the sale of the real estate of one D. D. Hendricks, mortgaged to the said Brown to secure the payment of money; and for the sale of the real estate of one Geo. W. Larrison, alike given to secure the payment of money to the said Brown; and for the sale of the property of one Thomas Duncan, alike mortgaged to secure the payment of money to said Brown; and for the sale of the real estate of one Israel Oliphant, alike mortgaged to secure the payment of money to said Brown,
859 for that there could be obtained no bid for said real estate of two-thirds of the appraised value thereof, as is required by the statutes of the State of Kansas, and by the orders of this court:

Now, upon motion of James S. Emery, esq., United States attorney, the court being advised fully in the premises,

It is ordered by the court that alias orders of sale issue in due form of law out of the office of the clerk of this court for the sale of the property so returned unsold by the marshal, upon apprais'ment to be made anew, and advertisement as was ordered by this court heretofore in this cause for the sale of the said real estate of the last above-named obligors and mortgagors.

And now comes again the said United States attorney, and moves the court to confirm the sale of the real estate of one James V. Beeson, which by him was mortgaged to secure the payment of money, as is fully set forth in the information herein to said Brown, made by the United States marshal on the , under and by virtue of an
860 order of sale ordered to be issued, and thereupon issued in due form of law; and also moves the court to order a writ of possession to be issued in due form of law out of the office of the clerk of this court, directed to the aforesaid marshal, commanding him to deliver the possession of the said premises so sold to the purchaser thereof, and to make return as the laws of the State of Kansas direct.

And the court having examined carefully the proceedings of the said

marshal in said sale, and having heard said motion, and being fully advised in the premises:

It is now therefore ordered that the said sale be, and the same is hereby, in all things approved and confirmed.

And is further ordered that a writ of possession issue out of the clerk's office of this court, as is the prayer of the motion of said United States attorney, in due form of law, and returnable in sixty days from the date thereof.

861 THURSDAY, *April* 20, 1864.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHERS. } 140, 141.—Libel.

Now comes the plaintiff by James S. Emery, United States attorney, and moves the court for a new apprais'ment of the property of one Charles Ball, a mortgagor and obligor to the said Brown, Edward S., which property was mortgaged to secure the payment of money to him, the Edward S. Brown, upon an alias order of sale issued out of the clerk's office of this court.

And now the court, having heard said motion, and it appearing that the marshal has heretofore offered for sale the said property under an order of sale duly issued before that time, and that he could find no bidder for two-thirds of the value appraised of said property:

It is now, therefore, ordered by the court that an alias order of sale issue out of the office of the clerk of this court, upon which the marshal
862 shall cause a new apprais'ment to be made, and shall sell said property in accordance with the code of Kansas regulating sales under execution.

Order of sale.

And on this day, to wit, May 13, 1864, the clerk of said district court issued an order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the United States of America to the marshal thereof in and for the district of Kansas, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the United States in and for the said district, to wit, on the 5th day of June of said year, by a decree then rendered by said court, it was ordered that Israel Oliphant should pay into court, within five months from the date of said order, for the use of the United States, the sum of two hundred and seventy dollars, ($270,) with legal interest from the date of said decree, and that, in default of such payment, the following real
863 estate, to wit, the west ½ of northeast quarter of section ten, (10,) township seven, (7,) of range nineteen, (19,) situate in Atchison County and State of Kansas, should be appraised, advertised, and sold by you, the said marshal, according to the laws of the State of Kansas regulating sales under execution; and whereas said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid; and whereas an order of sale was duly issued by clerk of said court, after said default, in due form of law,

to said marshal, and was by him returned into court without such sale of said land, as aforesaid, for that there was no bid of two-thirds of the appraised value of said land; and whereas it was therefore ordered that an alias order of sale be issued for sale of said land as aforesaid:

Now, therefore, we command you, as we heretofore commanded you, that you cause the real estate above described to be again appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without
864 delay the proceeds arising from such sale, to abide the further order of the court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 13th day of May, A. D. 1864.

[SEAL.]

C. J. HANK, *Clerk*,
By E. E. CHESNEY, *Dept.*

(Endorsed:) U. S. D. C. Dist. of Kansas. U. S. vs. Brown's bond for $600 et al. Alias ord. sale vs. Israel Oliphant. Amt. decree, $270. Issued May 13th, 1864. Returnable in sixty days. Ap. Jun. 2d. $260.

Received this writ on the 13th day of May, 1864, and, in pursuance of the commands herein contained, on the 2nd day of June, 1864, I summoned Norman Dunshee, Washington Wakefield, Samuel Cummings, disinterested residents and householders of said county of Atchison, State of Kansas, who, after having been by me duly sworn to impartially appraise, upon actual view, the within-described tract of land, to wit, the west half of southeast quarter of section ten, (10,) township seven,
(7,) range nineteen, (19,) in Atchison County, Kansas, did value
865 and appraise said tract of land at the sum of two hundred and sixty dollars, ($260,) as will now fully appear by reference to said apprais'ment on file in the clerk's office of the United States district court for the district of Kansas. And on the 4th day of June, A. D. 1864, I caused a notice to be published in the Atchison True Press, a weekly newspaper published in said county of Atchison, and of general circulation therein, that on the 7th day of July, 1864, between the hours of one and three p. m. of said day, I would, at the court-house door in the city of Atchison, Atchison County, Kansas, expose to public sale the said real estate herein described, which said notice was published in said newspaper for more than thirty days immediately preceeding the day mentioned in said notice as the day of sale. (Said notice is hereto annexed, marked "A," and made a part of this return.) And on said 7th day of July, at the time and place mentioned in said notice, I offered said tract of land at public sale, but the same was not sold, there being no bid for two-thirds of the appraised value thereof.

THOMAS A. OSBORN,
U. S. Marshal.

866 A.—*U. S. marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 ET AL.

By virtue of an alias order of sale issued out of said court in the above-

entitled cause, dated the 13th day of May, A. D. 1864, and to me directed, I will, on the 7th of July, A. D. 1864, between the hours of one and three o'clock p. m., at the east door of the court-house in the city of Atchison, Atchison County, Kansas, expose to public sale the west half of the northeast quarter of section ten, (10,) township seven, (7,) range nineteen, (19,) situated in Atchison County, Kansas.

THOMAS A. OSBORN,
United States Marshal.

June 4, 1864—4w.

Filed July 11, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, deputy.

And on this day, to wit, May 16th, 1864, the clerk of said district court issued an alias order of sale in said cause, which, with the endorsements thereon, is in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

867 The people of the United States to the marshal thereof in and for the district of Kansas, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the United States of America in and for the said district, to wit, on the 6th day of July of said year, by a decree then and there rendered by the said court, it was ordered, adjudged, and decreed that D. D. Hendricks and Hester Hendricks should, within five months from the date of said decree, pay into the said court, for the use of the said United States, the sum of nineteen hundred and eighty dollars, ($1,980,) with legal interest from the date of said decree, and that in default of such payment the said real estate, hereinafter described, to wit, the southwest quarter of section six, (6,) and the west half of the northwest quarter of section sixteen, (16,) township six (6) east, and in range twenty (20) south, in Atchison County and State of Kansas, should be appraised, advertised, and sold by the marshal aforesaid, according to the laws of the State of Kansas regulating sales under execution.

And whereas afterwards, to wit, at the October term A. D. 1863, of
868 the said court, and on the 27th day of November, of the said year, it was further by the said court ordered, adjudged, and decreed that John D. Hendricks, William N. Hendricks, Daniel D. Hendricks, and Harvey J. Hendricks, heirs of the aforesaid D. D. Hendricks, be, and they were thereby, barred and forever foreclosed of and from all equity of redemption, and all right, title, and interest of, in, and to the said above-described real estate mortgaged to Edward S. Brown, as in the information herein set forth fully;

And whereas on the 7th day of December, of said year, the said period of five months had fully elapsed, and default had been made in the said payment; whereupon an order of sale was issued by the clerk of said court, in due form of law, to the marshal, commanding him to sell the said real estate according to the said order of this court;

And whereas the said writ of order of sale was by the said marshal duly returned into said court, with an endorsement of his doing thereon written upon it, to wit, that he had duly appraised and advertised said real estate, but could find no bidder of two-thirds of the appraised value thereof:

869 Now, therefore, we command you, as we have heretofore com-

manded you, that you cause the real estate aforesaid to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and according to said order of said court, and that you return the proceeds of such sale into court without delay, to abide its further order.

You will make due return of this writ within sixty days from this date.

Witness the Hon. Mark W. Delahay, judge of said court, at Topeka, in said district, this 16th day of May, A. D. 1864.

[SEAL.] C. J. HANKS, *Clerk*,
By E. E. CHESNEY, *Dept.*

(Endorsed:) U. S. D. C., dist. of Kansas. U. S. vs. A Bond for $600 and others. Brown. Pluries order sale against Hendricks. Issued May 16, 1864. Returnable in sixty days.

Received this writ on the 16th day of May, 1864, and, in pursuance of the commands herein contained, on the 2nd day of June, A. D. 1864, I summoned James Preston, W. W. Kelso, and Wright, disinterested residents and householders of the county of Leavenworth, Kansas, who, after being by me first duly sworn to impartially appraise the land within described, to wit:

870 The southwest quarter of section six (6) and the west half of the northwest quarter of section six, (6,) township six, range twenty, (20,) in Atchison Co., Kansas, did upon actual view value and appraise first-mentioned tract of land at the sum of six hundred and twenty-five dollars, ($625,) and said last-mentioned tract of land at four hundred and twenty-five dollars, (425.00,) as will fully appear by reference to said appraisement, filed in the clerk's office of said United States district court; and on the 4th day of June, 1864, I caused a notice to be published in the Atchison Free Press, a weekly newspaper published in said county of Atchison, and of general circulation therein, that I would on the 7th day of July, A. D. 1864, between the hours of one and three p. m., of said day, at the court-house door, in the city of Atchison, Atchison County, Kansas, expose to public sale the land above described, which said notice was published in said newspaper continuously for more than thirty days immediately preceeding the day mentioned in said notice as the day of sale. (Said notice is hereto annexed, marked "A," and made a part of this return.) And on said 7th day

871 of July, A. D. 1864, at the time and place mentioned in said notice, said aforesaid tracts of land at public sale; and said first-mentioned tract, to wit, the southwest quarter of section six, (6,) township six, (6,) range twenty, (20,) was not sold, there being no bid therefor; said last-mentioned tract of land, to wit, the west half of the northwest quarter of section six, (6,) township six, (6,) range twenty, (20,) was sold W. W. Guthrie for two hundred and eighty-nine dollars, he being the highest bidder therefor.

THOMAS A. OSBORN,
U. S. Marshal.

A.—*Marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 ET AL.

By virtue of a pluries order of sale issued out of said court in the above-entitled cause, dated the 16th day of May, 1864, to me directed,

I will, on the 7th day of July, A. D. 1864, between the hours of one and three o'clock p. m. of said day, at the east door of the court-house, in the city of Atchison, Atchison County, Kansas, expose to public
872 sale the southwest quarter of section six and the west half of the northwest quarter of section six, (6,) in township six (6) east, range twenty (20) south, in the county of Atchison and State of Kansas.

THOMAS A. OSBORN,
United States Marshal.

JUNE 4th, 1864. 4w.

(Further endorsed :) Filed July 14th, A. D. 1864. C. J. Hanks, clk., by E. E. Chesney, dept.

THE UNITED STATES OF AMERICA,
District of Kansas, ss :

The people of the United States aforesaid, to the marshal thereof in and for said district, greeting:

Whereas at the April, A. D. 1863, term of the district court of the said United States in and for said district, to wit, on the 5th day of June, of the said year, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Thomas H. Duncan and Sarah Duncan should pay into the said court, for the use of the said
873 United States, within five months from the date of the said decree, the sum of two hundred and sixty dollars, ($260.00,) with legal interest thereon from the date of said decree until paid, and that in default of such payment the following real estate, to wit: the north half of the east half of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison, and the State of Kansas, should be appraised, advertised, and sold by said marshal, according to the laws of the State of Kansas regulating sales under execution;

And whereas said period of five months has fully elapsed, and default has been made in said payment of said money so decreed to be paid; whereupon a writ of order of sale was issued in due form of law by clerk of said court, directed to said marshal, commanding him to sell said real estate as aforesaid, which was duly returned by said marshal, having made no sale, for that he could obtain no bid of two-thirds of the appraised value thereof, as appears by endorsement of return on said writ;

And whereas an alias writ of order of sale was thereupon issued upon order of said court, in due form of law, which was also returned by said marshal without sale as original writ of order of sale for like cause:
874 Now, therefore, we command you, as we have often heretofore commanded you, to cause the said above-described real estate to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and according to the above orders of said court, and to bring the proceeds of such sale into court, to abide its further orders.

You will make due return of this writ within sixty days from this date.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 18th day of May, A. D. 1864.

C. J. HANKS, *Clerk*,
By E. E. CHESNEY, *Dep.*

(Endorsed in words and figures as follows, to wit:) U. S. D. C., dist. of Kansas. U. S. vs. Bond for $600 *dols.* Pluries order of sale against Duncan. Issued May 18th, A. D. 1864. Returnable in sixty days. J. S. Emery, U. S. atty.

Afterwards, to wit, July 14th, A. D. 1864:

Rec'd this writ on the 18th day of May, A. D. 1864, and, in obedience to the commands herein contained, on the 2nd day of July, A. D. 1864, I summoned Norman Dunsbee, Washington Wakefield, and Samuel Cummings, disinterested residents and householders in the county
875 of Atchison, State of Kansas, who, after having been by me first duly sworn to impartially appraise the within-described real estate, to wit, the north half of the east half of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) in Atchison County, Kansas, did, upon actual view, value and appraise said tract of land at the sum of $130.00, as will fully appear by reference to said appraisement filed in the clerk's office of the United States district court for the district of Kansas, and on the fourth day of June, A. D. 1864, I caused a notice to be published in the Atchison Free Press, a weekly newspaper published in said county of Atchison, and of general circulation therein, that I would on the 7th day of July, 1864, between the hours of one and three p. m. of said day, at the court-house door in the city of Atchison, Atchison County, Kansas, expose to public sale the property above described, which said notice was published in said newspaper continuously for more than thirty days immediately preceeding the day mentioned in said notice as the day of sale. Said notice is hereto annexed, marked A, and made a part of this return. And on the 7th day of July, A. D. 1864, at the time and place mentioned on said notice, I did offer said tract of land at public sale, and, there being no
876 bid for two-thirds of the appraised value, it was not sold.

THOMAS A. OSBORN,
U. S. Marshal.

Service, 3.00; travel, 120, 12.00; appraisers, 3.00; appraising, 2.50; advertising, 2,50; printers, 5.00; officers, 3.00; travel, 12.00.

(Further endorsed:) Filed July 14th, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

A.—*Marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 ET AL.

By virtue of a pluries order of sale, issued out of the above court in the above-entitled cause, dated the 18th day of May, A. D. 1864, to me directed, I will, on the 7th day of July, A. D. 1864, between the hours of one and three o'clock p. m. of said day, at the east door of the court-house, in the city of Atchison, county of Atchison, State of Kan-
877 sas, expose to public sale the north half of the east half of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) county and State aforesaid.

THOMAS A. OSBORN,
United States Marshal.

June 4.—(4 w.)

UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the said United States to the marshal thereof in and for said district, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the said United States in and for said district, to wit, on the 5th day of June of said year, by a decree then rendered by said court, it was ordered, adjudged, and decreed that Charles Ball should pay into said court within five months from the date of said decree, for the use of the said United States, the sum of three hundred and seventeen and twenty-five one hundredths dollars, ($317.25,) with legal interest thereon from the date of said decree until paid, and that in default of such payment the following-described real estate, to wit, lots one and two, (1 & 2,)
878 in section ten, (10,) in township seven (7) south, of range nineteen, (19,) in Atchison County and State of Kansas, should be appraised, advertised, and sold by said marshal according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months had fully elapsed, and default in payment as aforesaid had been made; whereupon a writ of order of sale was issued by the clerk of said court in due form of law, directed to said marshal, commanding him to cause to be appraised, advertised, and sold as aforesaid the aforesaid real estate, which said writ was, after sixty days, duly returned with marshal's return of his doings thereon endorsed upon it—that he had not sold said real estate, for that he could obtain no bid of two-thirds of the appraised value thereof;

And whereas thereupon it was ordered by said court that an alias writ of order of sale be issued in due form of law as herein below set forth:

Now, therefore, we command you, as we have heretofore commanded you, that you cause the above-described real estate to be duly appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and according to the aforesaid order of said court, and to bring into court the proceeds of such sale, without
879 delay, to abide the further order thereof.

You will make due return of this writ within sixty days from this date.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, and the seal of said court hereto attached, this sixth day of May, A. D. 1864.

C. J. HANKS, *Clerk*,
By E. E. CHESNEY, *Dep.*

(Endorsed in words and figures as follows, to wit:) U. S. D. C. District of Kansas. U. S. vs. Bond for $600 et al. Pluries order of sale versus Ball. Issued May 18th, 1864. Returnable in 60 days. Ap. June 2. $260.00.

Afterwards, to wit, July 14th, 1864, returned with the marshal's return thereon endorsed in words and figures as follows:

Received this writ May 19th, 1864, and in pursuance of the commands herein contained, on the 20th day of June, 1864, I summoned Norman Dunsbee, Washington Wakefield, and Samuel Cummings, disinterested residents and householders of the county of Atchison, State of Kansas,

who, after having been by me duly sworn to impartially appraise upon actual view the within-described tract of land, to wit, lots one
880 and two, (1 & 2,) in section ten, (10,) in township seven, (7,) range nineteen, (19,) in the county of Atchison, Kansas, did value and appraise said tract of land at the sum of two hundred and sixty dollars, ($260.00,) as will more fully appear by reference to said appraisement on file in the clerk's of the United States district court for the district of Kansas, and on the 4th day of June, 1864, I caused a notice to be published in the Atchison Free Press, a weekly newspaper published in said county of Atchison and of general circulation therein, that on the 7th day of July, A. D. 1864, between the hours of one and three o'clock p. m. of said day, I would, at the court-house door in the city of Atchison, Atchison Co., Kansas, expose to public sale the said real estate herein described, (a copy of which notice is hereto annexed, marked A, and made a part of this return,) which said notice was published in said paper for more than thirty days prior to said day of sale. And on said 7th day of July, at the time and place mentioned in said notice, I offered at public sale said described land, but there being no bid for two-thirds of the appraised value thereof, the same was not sold.

THOMAS A. OSBORN,
U. S. Marshal.

881 A.—*Marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA }
vs.
A BOND FOR $600 ET AL. }

By virtue of a pluries order of sale issued out of said court in the above-entitled cause, dated the 18th day of May, A. D. 1864, and to me directed, I will on the 7th day of July, A. D. 1864, between the hours of one and three o'clock p. m. of said day, at the east door of the court-house in the city of Atchison, Atchison County, Kansas, expose to public sale lots one and two, (1 & 2,) in section ten, (10,) in township seven, (7,) in range nineteen, (19,) in the county of Atchison, State of Kansas.

THOMAS A. OSBORN,
U. S. Marshal.

June 4.

(Further endorsed:) Filed July 14th, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, d'p't.

MAY 23rd, 1864.—Copy of appraisement filed herein, which is in words and figures as follows, to wit:

We, G. H. Fairchild, John M. Crowell, and William Duff, three disinterested householders, residents of Atchison County, State of Kansas, summoned by James L. McDowell, United States marshal for the district of Kansas, per D. Carmichael, deputy United States marshal
882 for said district, to appraise the property hereinafter mentioned, taken in execution by virtue of an order of sale in the hands of said marshal, issued out of the clerk's office of the United States district court, district of Kansas, in a suit wherein the United States is plaintiff and Isaac S. Hascall and wife are defendants, being first duly sworn to impartially appraise the said property situated in Atchison County,

State of Kansas, and described as follows, to wit: lot ten and eleven, (10 & 11,) in block ten, (10,) in Atchison City, at the sum of fifteen hundred dollars, ($1,500.)

Given under our hands this 28th day of April, 1864.

G. H. FAIRCHILD.
JOHN M. CROWELL.
WILLIAM DUFF.

[Five-cent revenue-stamp, cancelled.]

I certify the foregoing to be a correct copy of the original writ.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) Appraisement of Isaac Hascall and wife.
(Further endorsed:) Filed May 23, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

MAY 23rd, 1864.—Copy of an appraisement filed herein, which is in words and figures as follows, to wit:

883 We, Thomas B. Salley, John Swarts, and Hiram Parker, three disinterested householders, residents of Atchison County, in the State of Kansas, summoned by James L. McDowell, United States marshal for the district of Kansas, per D. Carmichael, deputy U. S. marshal for said district, to appraise the property hereinafter mentioned taken in execution by virtue of an order of sale in the hands of said marshal, issued out of the clerk's office of the United States district court for the said district of Kansas, in a suit wherein the United States is plaintiff and George W. Larison and wife are defendants, being first duly sworn to impartially appraise the said premises upon actual view, do truly and impartially appraise the said property, situated in Atchison County, State of Kansas, and described as follows, to wit: the northeast quarter of section eleven, (11,) in township number five, (5,) of range number nineteen, (19,) less four (4) acres of south corner, at the sum $8.00 per acre.

Given under our hands this 27th day of April, A. D. 1864.

THOMAS B. SALLEY.
JOHN SWARTS.
HIRAM PARKER.

[Five-cent revenue-stamp, cancelled.]

I certify the foregoing to be a true copy of the original writ.

JAMES L. McDOWELL,
U. S. Marshal.

884 (Endorsed:) Appraisement of George W. Larison and wife. Filed May 23rd, 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

MAY 23rd, 1864.—Copy of an appraisement filed herein, which is in words and figures as follows, to wit:

We, John Rathwell, J. B. Laird, and George Petat, three disinterested householders, residents of the county of Atchison, State of Kansas, summoned by James L. McDowell, United States marshal for the district of Kansas, per D. Carmichael, deputy marshal for said district, to appraise the property hereinafter mentioned taken in execution by virtue of an order of sale in the hands of said U. S. marshal, issued out of the clerk's

office of the United States district court for the said district of Kansas, in a suit wherein the United States is plaintiff and Thomas Duncan and wife are defendants, being first duly sworn impartially to appraise the said property, upon actual view do truly and impartially appraise the said premises, situated in Atchison County, State of Kansas, to wit, the northeast quarter of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) at the sum of one hundred and thirty ($130) dollars.

Given under our hands and seal' this *this* 26th day of April, A. D. 1864.

JOHN RATHWELL.
J. B. LAIRD.
GEORGE PETAT.

[5-cent revenue-stamp, cancelled.]

885 I certify the foregoing to be a true copy of the original writ.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed as follows:) Appraisement of Thomas Duncan and wife. Filed May 23rd, A. D. 1864. C. J. Hanks, clerk, per E. E. Chesney, dept.

MAY 23rd, A. D. 1864.—Copy of appraisement filed herein, which is in words and figures as follows, to wit:

We, Washington Hays, John Rathwell, and George Peteet, three disinterested householders, residents of Atchison County, State of Kansas, summoned by James L. McDowell, United States marshal for the district of Kansas, per D. Carmichael, deputy marshal for said district, to appraise the property hereinafter mentioned, taken in execution by virtue of an order of sale in the hands of the said marshal, issued out of the clerk's office of the United States district court for the said district of Kansas, in a suit wherein the United States is plaintiff and Israel Oliphant and wife are defendants, being first duly sworn to impartially appraise the said premises, upon actual view do truly and impartially appraise the said property, situated in Atchison County, State of Kansas, and described as follows, to wit, the west half (½) of the
886 northeast quarter (¼) of section ten, (10,) in township seven, (7,) of range nineteen, (19,) at the sum of two hundred ($200) dollars.

Given under our hands this day of April, 1864.

WASHINGTON HAYS.
his
JOHN + RATHWELL.
mark.
GEORGE PETEET.

[5-cent revenue-stamp, cancelled.]

I certify the foregoing to be a true copy of the original writ.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) Appraisement of Israel Oliphant & wife. Filed May 23rd. 1864. C. J. Hanks, clerk, by E. E. Chesney, dep.

MAY 23rd, A. D. 1864.—Oath and appraisement filed herein in words and figures as follows, to wit:

(Copy.)

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein, against Louis Dein & Linna Dein.

We, D. Holladay, L. Early, and Jacob Eiler, do swear that we are residents and householders of Atchison County, State of Kansas; that we are disinterested parties to the above cause, and that we will
887 well and truly, and to the best of our skill, judgment, and ability, value and appraise the real estate described in the above-named order of sale. So help us God.

D. HOLLADAY.
L. EARLY.
JACOB EILER.

Sworn to and subscribed before me January 27, 1864.

JAMES L. McDOWELL,
U. S. Marshal.

[5-cent revenue-stamp, cancelled.]

I certify the above to be a correct copy of the original oath.

J. L. McDOWELL,
U. S. Marshal.

U. S. D. C., district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } No. 140, 141.

Order of sale in said cause on decree therein against Louis Dein & Linna Dein.

In pursuance of the command of an order of sale issued out of the above-entitled court, and to me directed, (issued in the above-entitled cause,) dated December 4, 1863, I summoned D. Holladay, L. Early, and Jacob Eiler, three disinterested residents and householders of Atchison County, State of Kansas, who, after having been by me first duly sworn, according to law, to value and appraise the property described
888 in the above-named order of sale, did value and appraise the same as follows, to wit, the northeast $\frac{1}{4}$ of section nine, (9,) in township seven, (7,) of range twenty-one, (21,) valued and appraised at and for the sum of three dollars and $\frac{50}{100}$ per acre, making a sum total of five hundred and sixty dollars.

Witness our hand and seal January 27, 1864.

D. HOLLADAY. [SEAL.]
L. EARLY. [SEAL.]
JACOB EILER. [SEAL.]

[5-cent revenue-stamp, cancelled.]

I certify the foregoing to be a correct copy of the original appraisement.

JAMES L. McDOWELL,
U. S. Marshal.

(Endorsed:) United States vs. A Bond for $600. Louis Dein, Linna Dein. Oath and appraisement. Filed January 27th, 1864. F. G. Adams, clerk. Filed May 23rd, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dep.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the said United States to the marshal thereof in and for the district aforesaid, greeting:

Whereas at the April term, A. D. 1863, of the district court of the United States aforesaid, in and for said district, to wit, on the 5th day of June, of said year, it was ordered, adjudged, and decreed by
889 said court that Marion Todd should pay into said court within five months from the date aforesaid, for the use of the said United States, the sum of seven hundred dollars, ($700,) with legal interest from the date of said decree upon said sum until paid; and that in default of said payment, the following real estate, to wit: the northwest quarter of section twenty-nine, (29,) and the north half of the northeast quarter of section thirty, (30,) in township nine (9) south, of range twenty-two (22) east, in the county of Leavenworth and State of Kansas, should be appraised, advertised, and sold by said marshal, according to the laws of the State of Kansas regulating sales under executions;

And whereas the said period of five months had fully elapsed, and default had been made in the payment of said sum of money so decreed to be paid on the 7th day of December, A. D. 1863; whereupon a writ of order of sale was duly issued by the clerk of said court, directed to said marshal, commanding him to sell the above-described real estate as aforesaid, and which said writ was returned by said marshal without sale; whereupon an alias writ of order of sale was issued by said clerk in the manner and terms aforesaid, and for the sale of the aforesaid real estate, which was likewise returned by said marshal without sale:
890 These are therefore to command you, as we have often heretofore commanded you, that you cause the above-described real estate to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court the proceeds of said sale to abide the further thereof.

You will make due return of this order of sale within sixty days from this date.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 27th day of May, A. D. 1864.

[SEAL.] CLARK J. HANKS, *Clk.*,
By E. E. CHESNEY, *Dept.*

(Endorsed in words and figures as follows, to wit:) U. S. D. C., district of Kansas. U. S. vs. A Bond for $600 et al. Pluries vs. Todd. Amt. decree, $700, int. from June 5th, '63. Credit of 550 from. Costs: clk.'s, 7.80; marshal, 45.25.

Afterwards, to wit, on the 22d day of July, 1864, returned with the marshal's return thereon endorsed in words and figures as follows, to wit:

Received this writ on the 27th day of May, A. D. 1864, and, in pursuance of the commands herein contained, on the 9th day of June,
891 A. D. 1864, I summoned Wm. Tholen, Jerome Mullendore, and Timothy Caughlan, disinterested residents and householders of the county of Leavenworth, Kansas, who, after being by me duly sworn to impartially appraise the land within described, to wit, the northwest

quarter of section twenty-nine, (29,) and the north half of the northeast quarter of section 30, in township 9 south, of range 22, in Leavenworth County, State of Kansas, did thereupon value and appraise, upon actual view thereof, said first-mentioned tract of land at four thousand dollars, and said last-mentioned tract of land at two thousand dollars, as will fully appear by reference to the appraisement filed in the office of the clerk of the United States district court for the district of Kansas. And on the 16th day of June, A. D. 1864, I caused a notice to be published in the Leavenworth Conservative, a weekly newspaper published in said county of Leavenworth, and of general circulation therein, that I would on the 18th day of July, A. D. 1864, at the court-house door, in the city of Leavenworth, Leavenworth County, Kansas, between the hours of ten and eleven a. m. of said day, expose to public sale the lands above described, which said notice was published in said newspaper for more than thirty days immediately preceeding the day
892 mentioned in said notice as the day of sale. (Said notice is hereto annexed, marked "A," and made a part of this return.) And on the 18th day of July, at the time and place mentioned in said notice, I did offer said tracts of land at public sale, but there being no bids for two-thirds the appraised value of either of said tracts of land, they or either of them were not sold.

THOMAS A. OSBORN,
U. S. Marshal.

Service, 3.00; travel, 120, 12.00; appraisers, 3.00; appraising, 2.50; advertising, 2.50; printer, 7.50; offering for sale, 3.00; travel, 12.00.

"A."—*Marshal's sale.*

In the district court of the United States for the district of Kansas.

UNITED STATES }
vs.
MARION TODD. }

By virtue of an order of sale to me directed, issued out of said court in the above-entitled cause, dated the 27th day of May, 1864, I will, on on the 18th day of July, A. D. 1864, between the hours of ten and eleven a. m. of said day, at the court-house door in the city of Leavenworth, Leavenworth County, Kansas, expose to public sale the northwest quarter of section twenty-nine (29) and the north half of the northeast quarter of section thirty, (30,) in township nine (9) south, of
893 range twenty-two (22) east, in said county of Leavenworth, State of Kansas.

THOMAS A. OSBORN,
United States Marshal.

JUNE 13, 1864, J. E. 16, w+d.

(Further endorsed:) Filed July 22, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the said United States to the marshal thereof in and for said district, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the United States of America in and for the district of Kansas, to wit, on the 5th day of June of said year, it was ordered, adjudged, and decreed

that James M. Calvert should pay into said court, for the use of the said United States, within five months from the date of said decree, the sum of five hundred and twenty-eight dollars, ($528,) with legal interest thereon from the date of said decree until paid, and that in default of said payment the following real estate, to wit, the northwest quarter of section ten, (10,) in township eight, of range twenty-two, (22,) in the county of Leavenworth and State of Kan-
894 sas, should be appraised, advertised, and sold by said marshal according to the laws of the State of Kansas regulating sales under execution; and whereas the said period of five months had fully elapsed on the 7th day of December A. D. 1863, and default had been made in such said payment of said sum of money so decreed to be paid; whereupon a writ of order of sale was issued by the clerk of said court, in due form of law, directed to said marshal, commanding him to sell said real estate as aforesaid, which said writ was returned by the said marshal without making sale. And whereas, thereupon said court ordered an alias writ of order of sale to be issued in like terms and manner as the original writ of order of sale herein:

These are therefore to command you, as we have commanded you before, that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under executions, and that you bring into court without delay the proceeds of said sale to abide the further order of said court.

You will make due return of this writ of order of sale within sixty days from the date thereof.

895 Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 27th day May, A. D. 1864.

C. J. HANKS, *Clerk*,
By E. E. CHESNEY, *Dept.*

(Endorsed in words and figures as follows, to wit:) U. S. D. C. Dist. of Kansas. U. S. vs. Bond for $600 et al. Pluries order sale vs. J. M. Calvert. Amt. decree $528.00. Int. from June 5, '63. Credit from Feb. 16, '64, 499.75. Clk's costs 5.20. Marh., 38.45.

Afterwards, to wit, July 14th, 1864, returned with the marshal's return thereon endorsed in words and figures as follows, to wit:

Received this writ on the 27th day of May, A. D. 1864, and in pursuance of the commands herein contained, on the 7th day of June, A. D. 1864, I summoned Nathaniel Henderson, Wm. Arvens, and Joseph Lynn, disinterested residents and householders of the county of Leavenworth, Kansas, who, after having been by me first sworn to impartially appraise the within-described real estate, to wit, the northwest quarter of section ten, (10,) in township eight, (8,) of range twenty-two, (22,) in said county of Leavenworth, did upon actual view thereof value and appraise said tract of land at twenty-three hundred dollars, as
896 will more fully appear by reference to said appraisement on file in the clerk's office of said court. And on the 16th day of June, A. D. 1864, I caused a notice to be published in the Leavenworth Conservative, a weekly newspaper published in said county of Leavenworth, and of general circulation therein, that I would on the 18th day of July, 1864, between the hours of ten and eleven of said day at the court-house door in Leavenworth, Kansas, expose to public sale the land above described, which said notice was published in said newspaper continuously for more than thirty days immediately preceeding the day mentioned in said notice as the day of sale. (Said notice is hereto an-

nexed, marked "A," and made a part of this return.) And on the 18th day of July, at the time and place mentioned in said notice, I did offer said tract of land at public sale, but was not sold for want of a bid for two-thirds of the appraised value thereof.

THOS. A. OSBORN,
U. S. Marshal.

Service, 3.00; travel, 120, 12.00; appraising, 2.50; appraisers, 3.00; advertising, 2.50; printer, 7.50; offering for sale, 3.00; travel, 1.20, 12.00—45.50.

"A".—*Marshal's sale.*

897 In the district court of the United States for the district of Kansas.

THE UNITED STATES }
vs.
JAMES M. CALVERT. }

By virtue of an order of sale to me directed out of said court in the above-entitled cause, dated the 27th day of May, A. D. 1864, I will on the 18th day of July, A. D. 1864, between the hours of ten and eleven of said day, at the court-house door in the city of Leavenworth, Leavenworth County, Kansas, expose to public sale the northwest quarter of section ten, (10,) in township eight, (8,) of range twenty-two, (22,) in said county of Leavenworth, Kansas.

THOMAS A. OSBORN,
United States Marshal.

June 13, 1864. J'e 16, wd.

(Further endorsed:) Filed July 14, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the United States aforesaid to the marshal thereof in and for said district, greeting:

Whereas at the April term, A. D. 1863, of the district court of the
898 United States of America in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that Isaac S. Hascall should pay into the said court, for the use of the said United States, within five months from the date of said decree, the sum of three thousand three hundred and sixty dollars, with legal interest thereon from the date of said decree until paid, and in default of such payment the following real estate (with others) to wit, lots Nos. ten, eleven, and twelve, in block No. ten, in the city of Atchison, and State of Kansas, should be appraised, advertised, and sold by said marshal according to the laws of Kansas regulating sales under execution;

And whereas the said period of five months had fully elapsed, and default had been made in the payment of said sum of money so decreed to be paid on the 7th day of December, A. D. 1863, whereupon there was issued by the clerk of said court, in due form of law, directed

to the said marshal commanding him to sell said real estate as aforesaid, together with other real estate, which said real estate herein described was not sold for that said marshal could obtain no bid of two-thirds the appraised value thereof, as appears by the return of said
899 marshal; and whereas thereup it was ordered by said court that an alias writ of order of sale should issue in the same manner and terms as the original writ of order of sale, which was thereupon done, and such alias writ was returned without the sale of the property therein and herein described, for that said marshal could obtain no bids of two-thirds of the appraised value thereof;

And whereas thereupon it was ordered by said court that a pluries writ of order of sale be issued as the original writ of order of sale in the same manner and in the same terms as herein below set forth:

These are therefore to command you, as you have often heretofore been commanded, that you cause the real estate above described to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under execution, and that you bring into court without delay the proceeds of said sale to abide the further order of this court.

You will make due return of this writ of order of sale within sixty days of the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 27th day of May, A. D. 1864.

900 C. J. HANKS, *Clerk*,
By E. E. CHESNEY, *Dept.*

(Indorsed in words and figures as follows, to wit:)

Ex. No. 217. Genl. No. 241. U. S. D. C. Dist. of Kansas. U. S. vs. Bond for $600 et al. Pluries order of sale v. Hascall. Amt. decree $3,360.00. Int. from June 5, '63. Clk's costs, 10.80. Marsh., 127.65.

Afterwards, to wit, July 22d, A. D. 1864, returned with the marshal's return thereon endorsed in words and figures:

Received this writ May 27th, 1864, and in pursuance of the commands of the same on the 2d day of June, A. D. 1864, I summoned S. T. Walters, G. H. Fairchild, and John M. Crowell, disinterested householders and residents of Atchison County, Kansas, who, after being by me duly sworn to impartially appraise said property within described, to wit, lots ten and eleven, (10 & 11,) in block ten, (10,) in the city of Atchison, Kansas, upon actual view valued and appraised said real estate at fifteen hundred dollars, ($1,500.00,) as will more fully appear by reference to said appraisement on file in the clerk's office of the United States district court for the district of Kansas. And on the 4th day of June, A. D. 1864, I caused a notice to be published in Atchison Free Press, a
901 weekly newspaper published in the said county of Atchison, State of Kansas, and of general circulation therein, that on the 7th day of July, A. D. 1864, between the hours of one and three o'clock p. m. of said day, at the court-house door, in the city of Atchison, Atchison County, Kansas, I would expose to public the said real estate herein described, which said notice was published in said newspaper for more than thirty days immediately preceeding the day mentioned in said notice as the day of sale. (Said notice is hereto annexed, marked "A," and made a part of this return.) And on said 7th day of July, A. D. 1864, at the time and place mentioned in said notice, I did offer at public sale said described real estate, to wit, lots 10 & 11, in block 10, in city of Atchison, Kansas, and sold the same to Ebenezer Guthrie, he being the highest bidder therefor, for the sum of ten hundred and twenty-

five dollars, ($1,025.00,) being more than two-thirds of the appraised value thereof.

THOMAS A. OSBORN,
U. S. Marshal.

"A."—*U. S. Marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 ET AL.

902 By virtue of a pluries order of sale issued out of the district court of the United States for the district of Kansas, in the above-entitled cause, dated the 27th day of May, A. D. 1864, to me directed, I will, on the 7th day of July, A. D. 1864, between the hours of one and three o'clock p. m. of said day, at the east door of the court-house, in the city of Atchison, county of Atchison, State of Kansas, expose to public sale lots ten (10) and eleven, (11,) in block No. ten, (10,) in the city of Atchison, county and State aforesaid.

THOMAS A. OSBORN,
U. S. Marshal.

June 4, 1864, 4w.

(Further endorsed:) Filed July 22nd, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the said United States, to the marshal thereof in and for said district, greeting:

Whereas at the April term, A. D. 1863, of the district court of the said United States in and for said district, to wit, on the 5th day of June, A. D, 1863, it was by said court ordered, adjudged, and decreed that John Rothwell should pay into said court, for the use of the said United States, within five months from the date of said decree,
903 the sum of one thousand one hundred and fifty-two dollars, with interest thereon from the date of said decree until paid, and that in default thereof the following real estate, to wit, the southeast quarter of section twelve, (12,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison, and State of Kansas, should be appraised, advertised, and sold by said marshal according to the laws of the State of Kansas regulating sales under execution;

And whereas afterwards, to wit, at the October term, A. D. 1863, of said court, and on the 27th day of November, during said term last written, it was ordered, adjudged, and decreed that the above-mentioned decree be amended so as to order the said John Rothwell to pay into this court the sum of seven hundred and twenty dollars instead of the above-written sum of one thousand one hundred and sixty dollars, and to be discharged upon paying such amount of seven hundred and twenty dollars;

And whereas default had been made in the payment of said seven hundred and twenty dollars so decreed to be made, although the space

of five months had fully elapsed after the date of said decree, whereupon a writ of order of sale was duly issued by clerk of said court, in due form of law, directed to said marshal, commanding him to sell said real estate as above mentioned and set forth, which said writ
904 was by said marshal returned without selling said real estate;

And whereas, thereupon, said court ordered an alias writ of order of sale to be issued as the original in said terms, which was done, and which was returned without sale:

These are therefore to command you, as you have been often heretofore commanded, that you cause the above described real estate to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under executions, and that you bring into court without delay the proceeds of said sale, to abide the further order of said court.

You will make due return of this order of sale within sixty days from this date to the court aforesaid.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in the said district, this 27th day of May, A. D. 1864.

[SEAL.] CLARK J. HANKS, *Clk.*,
By E. E. CHESNEY, *Dept.*

(Endorsed in words and figures as follows:) U. S. D. C. Dist. of Kansas. U. S. vs. Bond for $600. Rothwell. Amt. decree, $720.00. Int. from June 5th, '63. Costs: clerk's, 22.00; marshal's, 31.40.
905 Pluries order of sale.

Afterwards, to wit, July 22nd, 1864, returned with the marshal's return thereon endorsed in words and figures as follows, to wit:

Received the within writ May 27th, 1864, and on the 9th day of July, 1864, caused the same to be appraised and advertised, but find by the receipts of ex-U. S. marshal, J. L. McDowell, in possession of said John Rothwell, that on the 8th day of April, 1864, said Rothwell paid said McDowell, then marshal, $420.00 to apply on said judgement, and on the 3rd day of June, 1864, said Rothwell paid me the balance of said judgement. Said land is therefore withdrawn from sale.

THOS. A. OSBORN,
U. S. Marshall.

(Further endorsed:) Filed July 22nd, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dpt.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the said United States, to the marshal thereof in and for the district aforesaid, greeting:

Whereas at the April term, A. D. 1863, of the district court of the United States aforesaid, in and for said district, to wit, on the 5th
906 day of June of said year, it was ordered, adjudged, and decreed by said court that Marion Todd should pay into said court, within five months from the date aforesaid, for the use of the said United States, the sum of seven hundred dollars, ($700.00,) with legal interest from the date of said decree upon said sum until paid, and that in default of said payment the following real estate, to wit,

the northwest quarter of section twenty-nine (29) and the north half of the northeast quarter of section thirty, (30,) in township nine (9) south, of range twenty-two (22) east, in the county of Leavenworth and State of Kansas, should be appraised, advertised, and sold by said marshal, according to the laws of the State of Kansas regulating sales under executions;

And whereas the said period of five months had fully elapsed, and default had been made in the payment of said sum of money so decreed to be paid on the 7th day of December, A. D. 1863; whereupon a writ of order of sale was duly issued by the clerk of said court, directed to said marshal, commanding him to sell said above-described real estate as aforesaid, and which said writ was returned by said marshal without sale; whereupon an alias writ of order of sale was issued by said clerk in the manner and terms aforesaid, and for the sale of the aforesaid real estate,
907 which was likewise returned by said marshal without sale:

These are therefore to command you, as we have often heretofore commanded you, that you cause the above-described real estate to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under executions, and that you bring into court without delay the proceeds of said sale, to abide the further order thereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 27th day of May, A. D. 1864.

[SEAL.] CLARK J. HANKS, *Clerk*,
By E. E. CHESNEY, *Dept.*

(Endorsed in words and figures as follows, to wit:) U. S. D. C. Distr. of Kansas. U. S. vs. Bond for $600 et al. Pluries vs. M. Todd. Amt. decree $700.00. Int. from June 5th, '63. Credit of $550.00 from. Costs: clerk's, 7.80; marshal, 45.25.

Afterwards, to wit, on the 22d day of July, A. D. 1864, returned with the marshal's return thereon endorsed in words and figures as follows, to wit:

Received this writ on the 27th day of May, A. D. 1864, and in
908 pursuance of the commands herein contained, on the 9th day of June, A. D. 1864, I summoned Wm. Tholen, Jerome Mullendore, and Timothy Coughlan, disinterested residents and householders of the county of Leavenworth, Kansas, who, after being by me duly sworn to impartially appraise the land within described, to wit, the northwest quarter of section 29 and the north half of the northeast quarter of section 30, in township 9, of range 22 east, in Leavenworth County, State of Kansas, did thereupon value and appraise upon actual view thereof said first-mentioned tract of land at four thousand dollars, and said last-mentioned tract of land at two thousand dollars, as will fully appear by reference to the appraisement filed in the office of the clerk of the United States district court for the district of Kansas. And on the 16th day of June, A. D. 1864, I caused a notice to be published in the Leavenworth Conservative, a weekly newspaper published in said county of Leavenworth, and of general circulation therein, that I would on the 18th day of July, A. D. 1864, at the court-house door in the city of Leavenworth, Leavenworth County, Kansas, between the hours of ten and eleven a. m. of said day, expose to public sale the lands above described, which said notice was published in said newspaper for more than thirty
909 days immediately preceeding the day mentioned in said notice as the day of sale. (Said notice is hereto annexed, marked "A," and

made a part of this petition.) And on the 18th day of July, at the time and place mentioned in said notice, I did offer said tracts of land at public sale, but there being no bids for two-thirds the appraised value of either of said tracts of land, they or either of them were not sold.

THOMAS A. OSBORN,
U. S. Marshal.

Service, 3.00; travel, 120, 12.00; appraisers, 3.00; appraising, 2.50; advertising, 2.50; printer, 7.50; offering for sale, 3.00; travel, 12.00.

"A."—*Marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES }
v.
MARION TODD. }

By virtue of an order of sale to me directed, issue' out of said court in the above-entitled cause, dated 27th day of May, 1864, I will on the 18th day of July, A. D. 1864, between the hours of ten and eleven a. m. of said day, at the court-house door in the city of Leavenworth, Leavenworth County, Kansas, expose to public sale the northwest quarter of section twenty-nine (29) and the north half of the northeast quarter
910 of section thirty, (30,) in township nine (9) south, of range twenty-two (22) east, in said county of Leavenworth, State of Kansas.

THOMAS A. OSBORN,
United States Marshal.

June 13, 1864. Je. 16, w. & d.

(Further endorsed:) Filed July 22nd, A. D. 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

Afterwards, to wit, on the 7th day of June, 1864, writ of possession issued herein in words and figures as follows:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The people of the United States of America to the marshal thereof in and for the district aforesaid, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the United States aforesaid in and for said district, by a decree then rendered by said court, it was ordered, adjudged, and decreed by the said court that James V. Beeson should pay into this court, for the use of the said United States, within five months from the date of said decree the sum of five hundred and forty dollars, ($540.00,) with legal interest from the date of said decree until paid; and that, in default of
911 such payment, the said marshal should cause to be appraised, advertised, and sold, according to the laws of the State of Kansas regulating sales under executions, the following described property, to wit: the west half of the southwest quarter of section twelve, (12,) in township seven, (7,) of range nineteen, (19,) in Atchison County and State of Kansas;

And whereas said period of five months had fully elapsed and default

had been made in said payment on the 7th day of December, A. D. 1863; whereupon a writ of order of sale was by clerk of the said court duly issued according to the above order of said court, in due form of law, directed to the said marshal, commanding him to sell said real estate as aforesaid; and whereas the said writ of order of sale was by the said marshal duly executed by selling the said real estate in manner and form as he was commanded to do in said writ, on the 20th day of February, A. D. 1864; and whereas at the April term, A. D. 1864, of the said court, to wit, on the 13th day of April of said year, it was further ordered by said court, after a careful examination of the proceedings in said sale, that the said sale be, and it was thereby, in all things approved and confirmed, and that a writ of possession issue in due form of law out of the office of the clerk of this court as herein below set forth:

912 Now, therefore, we command you that, taking the posse comitatus with you, if needful, you go to the said Rachel Ann McNamara, and full possession of the above-described real estate, with all appurtenances, you thereupon forthwith deliver to her, the said Rachel Ann McNamara, and also that you levy on the goods and chattels, and for want thereof, on the lands and tenements of Beeson, the sum of three dollars and forty cents for the costs of the said Rachel Ann McNamara about this proceeding in that behalf expended. Hereof fail not; and you will make due return of this writ.

Witness the Hon. Mark W. Delahay, judge of the district court of the said United States in and for said district, at Topeka, this 7th day of June, A. D. 1864.

[SEAL.]

C. J. HANKS, *Clerk*,
By E. E. CHESNEY, *Deputy*.

(Endorsed:) Ex. No. 226. Gen'l No. 140. U. S. district court, district of Kansas. United States vs. Bond for $600 et al. Writ possession v. Beeson. Filed July 14th, 1864. C. J. Hanks, by E. E. Chesney. J. S. Emery, U. S. atty.

JUNE 7th, 1864.—Marshal files an appraisement herein, which is in words and figures as follows, to wit:

913 We, Norman Dunshee, Washington Wakefield, and Samuel Cummings, residents and householders of the county of Atchison, State of Kansas, summoned by Thos. A. Osborn, U. S. marshal, and by him sworn to impartially appraise upon actual view the southeast quarter of section twelve, (12,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison, State of Kansas, do, upon actual view thereof, estimate said real estate to be of the value of six dollars per acre.

June 2nd, 1864.

NORMAN DUNSHEE.
WASHINGTON WAKEFIELD.
SAMUEL CUMMINGS.

The said Norman Dunshee, Washington Wakefield, and Samuel Cummings are disinterested householders of the county of Atchison, and were, before making the above appraisement, by me sworn to impartially appraise upon actual view the real estate above described.

June 2nd, 1864.

THOS. A. OSBORN,
U. S. Marshal.

(Endorsed:) United States vs. Bond for $600. John Rothwell. Appraisement. Filed June 7th, 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

914 JUNE 7th, 1864.—Marshal files an appraisement herein, which is in words and figures as follows, to wit:

We, James Preston, W. W. Kelso, and Zephaniah Wright, householders and residents of the county of Atchison, State of Kansas, summoned by Thos. A. Osborn, U. S. marshal, and by him sworn to make an impartial appraisement, upon actual view, of the southeast quarter of section six, township six, range twenty, (20,) in Atchison County, Kansas; also, of the west half of the northwest quarter of section 6, township 6, range 20, in said co., do estimate said first-mentioned tract of land, upon actual view thereof, to be of the value of six hundred and twenty-five dollars, ($625.00,) and said last-mentioned tract of land we so estimate, upon actual view thereof, to be of the value of four hundred and twenty-five dollars, ($425.00.)

June 3d, 1864.

JAMES PRESTON.
W. W. KELSO.
ZEPHANIAH WRIGHT.

The said James Preston, W. W. Kelso, and Zephaniah Wright, disinterested householders of the county of Atchison, *and* were, before making the above appraisement, sworn by me to impartially appraise said tracts of land upon actual view thereof.

June 3rd, 1864.

THOS. A. OSBORN,
U. S. Marshal.

915 (Endorsed:) United States vs. Bond for $600. Hendricks. Appraisement. Filed June 7th, 1864. C. J. Hanks, clerk, by E. E. Chesney, dep.

JUNE 7th, 1864.—Marshal files and appraisement herein, which is in words and figures as follows, to wit:

We, Norman Dunshee, Washington Wakefield, and Samuel Cummings, residents and householders of the county of Atchison, and State of Kansas, summoned by Thos. A. Osborn, U. S. marshal, and by him sworn to make a true and impartial appraisement, upon actual view, of the west half of the northeast quarter of section ten, (10,) of township seven, (7,) of range nineteen, (19,) in Atchison County and State of Kansas, do estimate said tract of land, upon actual view thereof, to be of the value of three dollars and twenty-five cents an acre, making $260.00 for the tract.

NORMAN DUNSHEE.
WASHINGTON WAKEFIELD.
SAMUEL CUMMINGS.

The said Norman Dunshee, Washington Wakefield, and Samuel Cummings are disinterested householders of the county of Atchison, and were, before making the above appraisement, sworn by me to impartially appraise the land therein described, upon actual view thereof,
916 whereupon said householders returned to me the above estimate.

June 2nd, 1864.

THOS. A. OSBORN,
U. S. Marshal.

(Endorsed:) United States vs. Israel Oliphant. Bond for $600. Appraisement. Filed June 7th, 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

JUNE 7th, 1864.—Marshal files and appraisements herein, which is in words and figures as follows, to wit:

We, Norman Dunshee, Washington Wakefield, and Samuel Cummings, residents and householders of the county of Atchison, State of Kansas, summoned by Thos. A. Osborn, U. S. marshal, and by him sworn to make a true appraisement of the north half of the east half of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison, State of Kansas, do estimate said tract of land, upon actual view thereof, to be of the value of three dollars and twenty-five cents per acre, or $130.00 for the tract.

June 2nd, 1864.

NORMAN DUNSHEE.
WASHINGTON WAKEFIELD.
SAMUEL CUMMINGS.

917 The said Norman Dunshee, Washington Wakefield, and Samuel Cummings are disinterested householders of the county of Atchison, and were, before making the above appraisement, sworn by me to impartially appraise the land therein described, upon actual view thereof, whereupon said householders returned to me the above estimate.

June 2nd, 1864.

THOS. A. OSBORN,
U. S. Marshal.

(Endorsed:) United States vs. Bond for $600. Duncan. Appraisement. Filed June 7th, 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

JUNE 7th, 1864.—Marshal files and appraisements herein, which is in words and figures as follows, to wit:

We, Norman Dunshee, Washington Wakefield, & Samuel Cummings, residents and householders of the county of Atchison, State of Kansas, summoned by Thos. A. Osborn, U. S. marshal, and by him sworn to make an impartial appraisement, on actual view, of lots one and two (1 & 2,) in section ten, (10,) in township seven, (7,) range nineteen, (19,) in Atchison County, Kansas, do estimate said tract of land, upon actual view thereof, to be of the value of three dollars and twenty-five cents per acre, or $260.00 for the tract.

June 2nd, 1864.

NORMAN DUNSHEE.
WASHINGTON WAKEFIELD.
SAMUEL CUMMINGS.

918 The said Norman Dunshee, Washington Wakefield, and Samuel Cummings are disinterested householders of said county of Atchison, and were, before making the above appraisement, sworn by me to impartially appraise the land therein described, upon actual view thereof, whereof said householders returned to me the above estimate.

THOMAS A. OSBORN,
U. S. Marshal.

(Endorsed:) United States vs. Bond for $600. Chas. Ball. Appraisement. Filed June 7th, 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

JUNE 7th, 1864.—Marshal files and appraisement herein, which is in words and figures as follows, to wit:

We, George H. Fairchild, J. M. Crowell, and S. T. Walters, of the county of Atchison, State of Kansas, summoned and sworn by Thomas A. Osborn, U. S. marshal, to impartially appraise lots ten (10) and eleven, (11,) in block ten, (10,) in the city of Atchison, State of Kansas, do, upon actual view thereof, estimate said real estate to be of the value of fifteen hundred dollars.

S. T. WALTERS.
J. H. FAIRCHILD.
JOHN M. CROWELL.

Executed this 2nd day of June, A. D. 1864.

919 The said George H. Fairchild, J. M. Crowell, and S. T. Walters are disinterested householders of the county of Atchison, State of Kansas, and were, before making said appraisement, by me sworn to impartially appraise said real estate upon actual view thereof.

June 2nd, 1864.

THOS. A. OSBORN,
U. S. Marshal.

(Endorsed as follows, to wit:) United States vs. Hascall. Appraisement. Filed June 7th, 1864. Clark J. Hanks, by E. E. Chesney, dep.

JUNE 9th, 1864.—Oath and appraisement filed herein, in words and figures as follows:

We, Nathaniel Henderson, Wm. Adams, Joseph Lynn, residents and householders of the county of Leavenworth, State of Kansas, summoned by Thomas A. Osborn, U. S. marshal, and by him sworn to impartially appraise, upon actual view, the northwest quarter of section ten, (10,) township eight, (8,) range twenty-two, in the county of Leavenworth, State of Kansas, do, upon actual view thereof, estimate said real estate to be of the value of thirty-two hundred dollars.

June 8, 1864.

NATHANIEL HENDERSON.
JOSEPH LYNN.
WILLIAM ADAMS.

920 The said Nathaniel Henderson, Joseph Lynn, and William Adams are disinterested householders of Leavenworth County, Kansas, and were, before making the above appraisement, by me sworn to impartially appraise, upon actual view, the real estate above described.

June 8, 1864.

THOS. A. OSBORN,
U. S. Marshal.

[5-cent revenue stamp, cancelled.]

(Endorsed in words and figures as follows, to wit:) United States vs. J. M. Calvert. Bond for $600 et al. Appraisement. Filed June 9th, 1864. C. J. Hanks, clerk, by E. E. Chesney, dept.

JUNE 16, 1864.—Oath and appraisement filed in words and figures as follows:

We, Wm. Tholen, Jerome Mullendore, and Timothy Coughlan, residents and householders of the county of Leavenworth, State of Kansas, summoned by Thos. A. Osborn, U. S. marshal, and by him sworn to impartially appraise, upon actual view, the northwest quarter of section

twenty-nine, (29,) of township nine (9) south, of range twenty-two (22) east; also, the north half of the northeast quarter of section thirty, (30,) in township nine (9) south, of range twenty-two east, both in the county of Leavenworth and State of Kansas, do, upon actual view
921 thereof, appraise said first-mentioned tract of land at the sum of four thousand dollars, and do, upon actual view, appraise the last-mentioned tract at the sum of two thousand dollars.

June 9, 1864.

WM. THOLEN.
JEROME MULLENDORE.
TIMOTHY CCUGHLAN.

The said Wm. Tholen, Jerome Mullendore, and Timothy Coughlan are disinterested householders of Leavenworth County, and were, before making the above appraisement, by me sworn to impartially appraise, upon actual view, the tracts of land therein described.

THOS. A. OSBORN,
U. S. Marshal.

[5-cent revenue stamp, cancelled.]

(Endorsed as follows:) United States vs. Bond for $600 et al. M. Todd. Appraisement. Filed June 16, 1864. C. J. Hanks, by E. E. Chesney, dep.

At the said April term of said court, begun and held as aforesaid on the eleventh day of April, 1864, proceedings were had in said cause as follows, to wit:

FRIDAY, *July 22nd*, A. D. 1864.

922	THE UNITED STATES OF AMERICA *v.* A BOND FOR $600.00 AND OTHERS, SEIZED as the property of Edward S. Brown.	140 & 141. Information.

Now comes the libellant in this cause, by James S. Emery, U. S. atty.

And it appearing to the court here that a pluries writ of order of sale was issued by the clerk of this court under the order thereof, on the 27th day of May, A. D. 1864, for the sale of the real estate of one John Rothwell, who was and is an obligor and mortgagor of the said Edward S. Brown, which said real estate was ordered to be sold by this court by the decree thereof rendered on the 5th day of June, A. D. 1863;

And it appeari g further that the marshal received from the said John Rothwell the amount in full of the decree of this court, to make which amount the said real estate was ordered to be sold as aforesaid:

And now, upon motion of said James S. Emery, it is hereby ordered by the court that the said John Rothwell and the said real estate so mortgaged to said Brown be, and the same are hereby, forever released & discharged of & from all lien or incumbrance created by said mortgage, & said note or bond given to said Brown by said Rothwell, as also of and from all lien or incumbrance created by the said decree of this court.

923	SAME *v.* SAME.	140 & 141. Information.

Now comes the libellant herein, by James S. Emery, esq., U. S. atty.

And it appearing to the court that under the order thereof a pluries writ of order of sale was issued by the clerk of this court on the 16th day of May, A. D. 1864, in due form of law, for the sale of the real estate of one

Thomas Larrison, an obligor and mortgagor of the said real estate to said Edward S. Brown to secure the payment of one of the bonds described in the information herein, which said real estate was & is described as follows, to wit:

The northeast quarter, excepting four acres, of section eleven, (11,) in township five, (5,) of range nineteen, (19,) in the State of Kansas, mortgaged to secure said payment to said Brown by said Larrison, and ordered to be sold by this court on the 5th day of June, A. D. 1863, in default of payment by said Larrison to the United States of the amount of said decree and interest, the same having been forfeited to the United States; and it appearing further to this court that the said Larrison has paid in full the amount so decreed to be paid by him as aforesaid and the cost of issuing said order of sale:

924 Now, on motion of the said James S. Emery, it is hereby ordered by the court that the said Thomas Larrison be, and he is hereby, absolutely and forever discharged and released from the payment of the said bond to any other person or persons, and the above-described real estate be forever released and discharged of and from all lien and incumbrance created by said mortgage or the decree of this court aforesaid thereon.

SAME
v.
SAME, (HASCALL.) } 140 & 141. Information.

Now comes the libellant, by James S. Emery, esq., U. S. atty., and upon his motion, the court being fully advised in the premises, and having carefully examined the proceedings of the marshal in the sale hereinbelow mentioned:

It is hereby ordered by the court that the sale of the following-described property, to wit, lots 10 & 11, in block 11, in the city of Atchison, and State of Kansas, made by marshal on the 7th day of July, A. D. 1864, under and by virtue of a pluries writ of order of sale ordered by this court to be issued, and thereupon duly issued by the clerk thereof on the 27th day of May, A. D. 1864, be, and the same is hereby, in all things approved and confirmed.

925 SAME
v.
SAME, (HENDRICK.) } 140 & 141. Information.

Now comes the libellant, by James S. Emery, esq., U. S. atty., and moves the court to confirm the sale of the following-described real estate, to wit: the southwest quarter of section six, (6,) and the west half of the northwest quarter of section six, (6,) in township six, (6,) of range twenty, (20,) in the State of Kansas, made by the marshal of the United States of America in & for the district of Kansas, on the 7th day of July, A. D. 1864, under a pluries writ of order of sale issued by the clerk of this court, under the order thereof, on the 16th day of May, A. D. 1864.

And now, the court having examined carefully the proceedings of the said marshal in said sale, and being fully advised in the premises:

It is now therefore ordered by the court here that the said sale be in all things approved and confirmed.

SAME
v.
SAME, (THOS. H. DUNCAN.) } 140 & 141. Information.

This day again comes the plaintiff, by James S. Emery, esq., U.
926 S. atty., and moves the court that a pluries writ of order of sale be

issued in this court for the property mortgaged by the said Thomas H. Duncan to Edward S. Brown, as fully set forth in the information filed in this cause.

And it appearing to the court that a pluries writ of order of sale was issued for the sale of said real estate in this cause on the 18th day of May, A. D. 1864, in pursuance of an order of this court, and that said writ was on the 14th day of July, A. D. 1864, returned by the marshal therein named; and further appearing that said real estate still remains unsold, for that said marshal could obtain no bid therefor equal to two-thirds of the appraised value thereof, and that the proceedings of said marshal under said writ were in all things regular:

Now, it is therefore ordered that said motion be allowed, and that the appraisement made under said writ be, and it is hereby, set aside and for naught held, and that a pluries writ of order of sale be issued in this cause for the sale of said real estate.

SAME
v.
SAME, (J. M. CALVERT.) } 140 & 141. Information.

This day again comes the plaintiff, by James S. Emery, esq., U. S. atty., and moves the court that a pluries writ of order of sale be
927 issued in this cause for the sale of the real estate of James M. Calvert, mortgaged to said Edward S. Brown, as is fully set forth in the information filed in this cause.

And it appearing to the court that a pluries writ of order of sale was issued in this cause for the sale of said real estate on the 27th day of May, A. D. 1864, in pursuance of an order of this court, and that the said writ was on the 14th day of July, A. D. 1864, returned by the marshal therein named; and it further appearing that said real estate remains unsold under any writ heretofore issued in this cause in pursuance of the order of this court:

Now, therefore, it is ordered that said motion be allowed, and it is hereby ordered that the appraisement under the above-named writ be set aside, and that a pluries writ of order of sale be issued in this cause in like tenor as the original writ of order of sale.

SAME
v.
SAME, (MARION TODD.) } 140 & 141. Information.

It is ordered by the court, on motion of J. S. Emery, U. S. atty., that the appraisement of the real estate of Marion Todd, made under a pluries writ of order of sale issued in this cause for the sale of real estate of said Marion Todd, which was by him mortgaged to Edward S.
928 Brown, as in the information herein set forth, on the 27th day of May, A. D. 1864, be, and it is hereby, set aside and for naught held; and that a pluries writ of order of sale be issued in this cause for the sale of said real estate in like tenor as the original writ of order of sale.

SAME
v.
SAME, (ISRAEL OLIPHANT.) } 140 & 141. Information.

It is ordered that the appraisement made under an alias writ of order of sale issued on the 13th day of May, A. D. 1864, in this cause for the sale of the real estate of said Israel Oliphant, which was mortgaged to Edward S. Brown, as is fully set forth in the information herein, be, and

it is hereby, set aside, and that a pluries writ of order of sale issue in this cause for the sale of the said real estate of said Israel Oliphant, in like manner and terms as the original writ in this cause of order of sale.

THE UNITED STATES OF AMERICA
v.
A BOND FOR $600.00 AND OTHERS, SEIZED as the property of one Edward S. Brown. } 140 & 141. Information.

It is ordered that the appraisement of the real estate of Charles
929 Ball, which was by him mortgaged to Edward S. Brown, as is fully set forth in the information herein, made under a pluries writ of order of sale for the sale of the said real estate, dated and issued on the 18th day of May, A. D. 1864, be, and it is hereby, set aside and for naught held; and it is further ordered that a pluries writ of order of sale issue in this cause for the real estate aforesaid of said Clarles Ball, in like terms as the original writ of order of sale issued heretofore in this cause for the sale of the said real estate.

THE UNITED STATES OF AMERICA
v.
A BOND FOR $600 AND OTHERS, SEIZED AS the property of Edward S. Brown. } 140 & 141. Information.

Now comes Ebenezer Guthrie, per se, the purchaser of the real estate of one Isaac S. Haskell, (mortgagor of the said real estate to the said Edward S. Brown to secure the payment of one of the above bonds to said Brown,) under a pluries writ of order of sale issued by the clerk of this court on the 27th day of May, A. D. 1864, and moves the court to amend the records thereof, so as to show the order of this court com-
manding the said pluries writ (issued as aforesaid on the 27th day
930 of May, A. D. 1864) to be issued; also, ordered all appraisement under former writs of order of sale for the sale of the said real estate to be set aside, and a new appraisement to be made under the said pluries writ issued on the 27th day of May, A. D. 1864. And now, the court being fully advised in the premises, it is by the court here ordered that said motion be, and the same is hereby, allowed, and that the records are hereby so amended.

And now again comes the said Ebenezer Guthrie, per se, the purchaser of the real estate of one D. D. Hendrick, (mortgagor of real estate to Edward S. Brown to secure the payment of one of the above-named bonds to said Brown,) under a pluries writ of order of sale issued in the 16th day of May, A. D. 1864, at the sale of said real estate, to wit: west ½ of the northwest ¼ of section 6, in township 6, of range twenty, (20,) in Atchison County, State of Kansas, on the 7th day of July, A. D. 1865.

Now comes the said Ebenezer Guthrie, purchaser as aforesaid, and moves the court that the order of this court commanding said pluries writ of order of sale issued on the 19th day of May, A. D. 1864, to be issued, be so amended that it shall show that said order of court set
aside all appraisements which had been made under and by virtue
931 of writs of order of sale issued for the sale of said real estate before said pluries, and ordered a new appraisement of said real estate to be made under said pluries writ issued as aforesaid. And now, the court being fully advised in the premises, it is ordered that the said motion be, and the same is hereby, allowed, and that the records of this court be, and they are hereby, amended as above prayed.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The President of the United States of America to the marshal thereof in and for the district of Kansas, greeting:

Whereas at the April term, A. D. 1863, of the district court of the United States of America in and for the said district, to wit, on the 6th day of July of said year, it was ordered, adjudged, sentenced, and decreed by said court that D. D. Hendricks and Hester Hendricks should within five months from the date of said decree pay into the said court, for the use of the said United States, the sum of nineteen hundred and eighty dollars, ($1,980.00,) with legal interest from the date of said decree; and that in default of such payment, the real estate herein below described, (with others,) to wit, the southwest
932 quarter of section six (6) east, of range twenty (20) south, in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by the said marshal, according to the laws of the State of Kansas regulating sales under executions;

And whereas afterwards, to wit, at the October term, A. D. 1863, of the said court and on the 27th day of November of said year, it was further ordered, adjudged, sentenced, and decreed by the said court that John D. Hendricks and William N. Hendricks, Daniel D. Hendricks and Harvey J. Hendricks, heirs of the aforesaid D. D. Hendricks, should be thereby forever barred and foreclosed of and from all equity of redemption and all right, title, and interest of, in, and to the above-described real estate; and whereas on the 7th day of December, A. D. 1863, the said period of five months had fully elapsed, and default had been made in the said payment by the said Hendricks, whereupon an order of sale was duly issued by the clerk of said court in due form of law, directed to the said marshal, commanding him to sell said real estate according to said order and decree;

And whereas said writ was returned by said marshal without making said sale, for that no bidder could be obtained of two-thirds of the appraised value of said real estate;
933 And whereas it was thereupon ordered by said court that alias writ of order of sale should issue in due form of law for the sale of said real estate, and that said appraisement should be set aside:

Now, therefore, you are hereby commanded, as you have often been heretofore, that you cause the said above-described real estate to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, according to said order and decree of said court made and entered herein on the said 6th day of July, A. D. 1863, and that you bring the proceeds of said sale into court without delay to abide its further order, and that you make due return of this writ within sixty days thereof.

Witness the Hon. Mark W. Delahay, judge of said court, at Topeka, in said district, this 18th day of February, A. D. 1865.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) U. S. D. C. No. 140 & 141. United States vs. Bond for $600 et al. to Edward S. Brown from D. D. Hendricks. Pluries order of sale. No. ex. docket 300. Debt, $1,980. Int. July 6th, 1863. Costs: marshal's fees.

Afterwards further endorsed with marshal's return, as follows, to wit:

Received the within writ this twenty-third day of February,
934 A. D. 1865, at 4 o'clock p. m. of said day, and in accordance with the commands thereof I summoned Wm. W. Kelso, A. Kithline, and John Arnold, three disinterested householders, residents of Atchison County, State of Kansas, to appraise the said premises described herein; they, the said William W. Kelso, A. Kithline, & John Arnold, having been first duly sworn according to law to fairly and impartially appraise the said premises upon actual view thereof, returned to me in writing their valuation and appraisement of the same, a copy of which I forthwith deposited with the clerk of the district court of the United States for the district of Kansas. And thereupon I caused a notice to be published in the Free Press, a weekly and daily newspaper published and printed in the city of Atchison, county of Atchison, State of Kansas, and in general circulation therein, for more than thirty days, thus giving notice that I would offer the within-described premises for sale at public auction, to the highest bidder, at the east door of the court-house, in the city of Atchison, on Wednesday, April 5th, A. D. 1865, between the hours of one and two o'clock p. m. of said day; and at the time and place mentioned in said notice I offered the said premises aforesaid for sale at public auction, and sold the same to A. Q. Monroe,
for the sum of two hundred and one dollars, ($201.00,) he being
935 the highest and best bidder therefor, and that sum being more than two-thirds of the appraised value of said premises. The amount for which said premises was sold not being sufficient to satisfy this execution, the same is hereby returned not satisfied.

Given under my hand this 5th day of April, A. D. 1865.

THOMAS A. OSBORN, *U. S. Marshal*,
By G. J. WEAVER, *Deputy*.

Marshal's sale.

In the district court of the United States, district of Kansas.

THE UNITED STATES
against
BOND FOR $600 ET AL., TO EDWARD S. BROWN
from D. D. Hendricks.

By virtue of a pluries order of sale, issued out of the clerk's of' of the district court of the United States for the district of Kansas and to me directed, I will offer for sale, at public auction, to the highest bidder, at the east door of the court-house, in the city of Atchison, Atchison County, State of Kansas, on Wednesday, the 5th day of April, A. D. 1865, between the hours of one and two o'clock p. m. of said day, the following-described real estate, to wit: the southwest quarter of section
No. six, (6,) in township No. six (6) east, of range twenty (20)
936 south, in the county of Atchison and State of Kansas.

THOMAS A. OSBORN,
United States Marshal,
By G. J. WEAVER, *Deputy*.

ATCHISON, *March 4th*, 1865—wst

At a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 10th day of April, 1865, proceedings were had in said cause in words and figures as follows, to wit:

Confirmation of sale.

THE UNITED STATES
vs.
BOND OF $600 ET AL., TO EDWARD S. BROWN from D. D. Hendricks. } 140, 141. Information.

The marshal of the United States of America for the district of Kansas having returned into the court that he did, under and by virtue of a pluries writ of order of sale issued in this cause the 18th day of February, A. D. 1865, caused to be advertised and sold, according to the commands of said writ, the following-described property, to wit: the south quarter of section No. six, (6,) in township No. six (6) east, of range twenty (20) south, in the county of Atchison and State of
937 Kansas, on the 5th day of April, A. D. 1865, to A. Q. Monroe, for $201.00;

Now comes the said plaintiff, by James S. Emery, United States attorney for said district, and moves the court to ratify and confirm the said sale of the above-described property.

And the court having heard said motion, and having carefully examined the proceedings of said sale, and being fully satisfied of the regularity and legality of the same,

It is now therefore ordered, adjudged, and decreed by the court here, that the said sale be, and it is hereby, in all things approved, ratified, and confirmed.

Appraisement.

APRIL 12TH, 1865.—Marshal files and appraisement herein, which is in words and figures *of* follows, to wit:

We, Wm. W. Kelso, A. Kithline, and John Arnold, three disinterested householders, residents of Atchison County, Kansas, summoned by T. A. Osborn, U. S. marshal, by G. J. Weaver, deputy, to appraise the real estate hereinafter described, and after administering an oath to them to fairly and impartially appraise the same upon actual view thereof, they did appraise the same and returned their valuation thereof to me, in writing, as follows, to wit:

938 The southwest quarter of section No. six, (6,) township No. six, (6,) range No. twenty, (20,) appraised at the sum of three hundred dollars, ($300.)

Given under our hands this fourth day of March, A. D., 1865.

WM. W. KELSO. [SEAL.]
A. KITHLINE. [SEAL.]
JOHN ARNOLD. [SEAL.]

[5 cent revenue-stamp cancelled.]

(Endorsed:) U. S. vs. Bond, $600, from Hendricks to Edward S. Brown. Appraisement. Filed April 12th, 1865. A. S. Thomas, clerk.

Afterwards, to wit, on the 18th day of May, A. D. 1865, order of sale issued in said cause, in words and figures as follows, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal thereof in and for the district of Kansas, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the said United States in and for the said district, to wit, on the 5th day

of June of said year, by a decree then rendered by said court, it was ordered that Israel Oliphant should pay into said court, within five months from the date of said order, for the use of said United
939 States of America, the sum of two hundred and seventy (270) dollars, with legal interest from date of said decree, and that in default of such payment the following real estate, to wit: the west ½ of northeast quarter of section ten, (10,) township seven, (7,) of range nineteen, (19,) situate in Atchison County and State of Kansas, should be appraised, advertised, and sold by you, the said marshal, according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months has fully elapsed, and default has been made in the payment of the said sum of money so decreed to be paid;

And whereas an order of sale and an alias order of sale was duly issued by the clerk of the said court, after said default, in due form of law, to said marshal, and was by him returned into court without such sale of said land as aforesaid, for that there was no bids of two-thirds of the appraised value of the said land;

And whereas it was thereupon ordered that a pluries order of sale be issued for the sale of the said land as aforesaid:

Now, therefore, we command you, as we have heretofore oftentimes commanded you, that you cause the real estate above described to be again advertised and sold, according to the laws of the State of
940 Kansas regulating sales under execution, and that you bring into court without delay the proceeds arising from such sale, to abide the further orders of this court. You will make due return of this order of sale to the court aforesaid, within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 18th day of May, A. D. 1865.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed in words and figures, as follows, to wit:) U. S. D. C., dist. Kansas. No. 140, 141. U. S. vs. Bond for $600 et al. Plus order of sale vs. Israel Oliphant, No. 303. Issued May 18, 1865.

Sold to Geo. T. Thompson for $175.00. Filed July 1, 1865. A. S. Thomas, clerk.

On the 1st day of July, 1865, returned with the marshal's return thereon, endorsed in words and figures as follows:

Rec'd this writ on the 18th day of May, 1865, and, in pursuance thereof, on the 25th day of May, 1865, caused to be published, in the Weekly Free Press, a newspaper published in Atchison County, Kansas, a notice (a copy of which is hereto annexed and made a part of this return) that I would, on the 24th day of June, 1865, between the hours of ten and twelve, at the court-house door, in the city of Atchison, Atchi-
son Co., Kansas, expose to public sale for cash the real estate
941 within described. And I did, at the time and place therein mentioned, offer said tract of land at public sale, and sold the same to George F. Thompson for the sum of one hundred and seventy-five dollars, ($175,) the same being more than two-thirds of the appraised value of said land.

THOMAS A. OSBORN,
U. S. Marshal.

JUNE 29, '65.

Marshal's sale.

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL.

By virtue of a pluries order of sale, to me directed, issued out of said court in the above-entitled cause, dated the 18th day of May, A. D. 1865, I will, on the 24th day of June, A. D. 1865, between the hours of ten and twelve a. m. of said day, at the court-house door in the city of Atchison, Atchison County, Kansas, expose to public sale for cash the following-described property, to wit: the west half (½) of the northeast quarter (¼) of section ten, (10,) in township seven, (7,) of range nineteen, (19,) situated in the county of Atchison and State of Kansas, said real estate to be sold to satisfy a judgment for two hundred and seventy ($270.00) dollars against Israel Oliphant, in favor of said plaintiff.

THOMAS A. OSBORN,
U. S. Marshal.

MAY 25, 1866. 5tw.

942 THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal thereof in and for said district, greeting:

Whereas, at the April term, A. D. 1863, of the district court of the said United States of America, held in and for said district, to wit, on the 5th day of June, 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that Thomas H. Duncan and Sarah Duncan should pay into said court for the use of the said United States of America within five months from the date of the said decree, the sum of two hundred and sixty dollars, with legal interest thereon from the date of said decree, (June 5, 1863,) until paid, and that in default of such payment the following real estate, to wit: the north half of the east half of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison and State of Kansas, should be appraised, advertised, and sold by said marshal, according to the laws of the State of Kansas regulating sales under execution;

Whereas said period has fully elapsed, and default made in payment *in payment* of said money so decreed to be paid, an order of sale
943 alias and pluries have been issued in due form of law, directed to said marshal, each of which have been returned by said marshal that he could not obtain bid of two-thirds the appraised value of said real estate:

Now, therefore, you are hereby commanded to cause the above-described real estate to be advertised and sold according to said order of said court, and to bring the proceeds of said sale into court to abide its further orders, and make due return of this writ within sixty days from date.

Witness the Hon. Mark W. Delahay, judge of our said court at Topeka in said district, this 18th day of May, 1865.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) U. S. D. C., dist. Kansas. No. 140 & 141. U. S. vs. Bond to E. S. Brown for $600 et al. Thomas H. Duncan. 2 plu's order of sale. No. 304. Issued May 18, '65. Sold to D. D. Ayers for the sum of $90.

Afterwards further endorsed with marshal's return in words and figures as follows, to wit:

Received this writ May 18th, 1865, and in pursuance thereof, on the 25th day of May, A. D. 1865, and for thirty days immediately
944 thereafter, I caused to be published in the Atchison Free Press, a weekly newspaper published in Atchison, Kansas, a notice, (a copy of which is hereto annexed and made part of this return,) that I would, on the 24th day of June, 1865, between the hours of 10 & 12 a. m., at the court-house door in Atchison, Kansas, expose to public sale, for cash, the real estate mentioned herein, and did in pursuance of said notice, at the time and place therein mentioned, offer said tract of land at public sale, and sold the same to D. D. Ayers, (he being the highest and best bidder therefor,) for the sum of ninety dollars, ($90,) said sum being more than two-thirds of the appraised value of said tract of land.

THOMAS A. OSBORN,
U. S. Marshal District of Kansas,
By GEO. J. WEAVER, *Deputy.*

Marshal's sale.

In the district court of the United States for the district of Kansas.

THE UNITED STATES }
vs.
A BOND FOR $600 ET AL. }

By virtue of a pluries order of sale to me directed, issued out of said court in above-entitled cause, dated the 18th day of May, 1865, I will, on the 24th day of June, A. D. 1865, between the hours of ten and twelve a. m. of said day, at the court-housé door in the city of
945 Atchison, Atchison County, Kansas, expose to public sale, for cash, the following-described property, to wit: the north half (½) of the east half (½) of the northeast quarter (¼) of section ten, (10,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison and State of Kansas.

Said real estate to be sold to satisfy a judgement for two hundred and sixty dollars ($260.00) against Thomas H. Duncan, in favor of said plaintiff.

THOMAS A. OSBORN,
U. S. Marshal.

MAY 20th, 1865—w5t.

(Further endorsed:) Filed July 18th, 1865. A. S. Thomas, clerk.

Afterwards, to wit, on the 18th day of May, A. D. 1865, order of sale issued in said cause in words and figures as follows, to wit:

UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal thereof in and for the district of Kansas, greeting:

Whereas at the April term, A. D. 1863, of the district court of
946 the United States in and for said district, to wit, on the 5th day

of June of said year, by a decree then rendered by the said court, it was ordered, adjudged, and decreed that Charles Ball should pay into said court, within five months from the said date of said decree, for the use of the said United States of America, the sum of three hundred and seventeen (317) dollars and twenty-five (25) cents, with legal interest thereon from the date of said decree until paid, and that in default of such payment the following-described real estate, to wit: lots one and two, (1 & 2,) in section ten, (10,) in township seven (7) south, of range nineteen, (19,) in Atchison County, and State of Kansas, should be appraised, advertised, and sold by said marshal according to the laws of the State of Kansas regulating sales under execution;

And whereas the said period of five months had fully elapsed, and default in payment as aforesaid had been made, whereupon the clerk of said court has heretofore issued, in due form of law, writs of alias and pluries orders of sale, directed to said marshal, which have been by him duly returned with his doings thereon endorsed, that he had not sold said real estate, for that he could obtain no bid of two-thirds of
947 the appraised value thereof: Whereupon it is ordered that a writ of 2nd pluries order of sale be issued in due form of law:

You are therefore hereby commanded that you cause the above-described real estate to be duly advertised and sold according to the laws of the State of Kansas regulating sales under execution, and according to the aforesaid order of court, and to bring into court the proceeds of such sale without delay to abide the further order thereof.

You will make due return of this writ within sixty days from the date thereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, and the seal of said court hereto attached, this 18th day of May, A. D. 1865.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed in words and figures as follows, to wit:) U. S. D. C., dist-Kansas, No. 140, 141. U. S. vs. Bond to E. S. Brown for $600 et al. (Charles Ball.) 2nd plu's order of sale, No. 305. Issued May 18th, 1865. Service, 4.00; travel, 18.00; printer, 7.50; adv. sale, 5.00; offering for sale, 4.00—$38.00. Filed July 1, 1865. A. S. Thomas, clerk.

On the 1st day of July, 1865, returned with the marshal's re-
948 turn thereon endorsed in words and figures as follows:

Rec'd this writ on the 18th day of May, 1865, and in pursuance thereof, on the 25th day of May, 1865, caused to be published in the Weekly Free Press, a newspaper published in Atchison County, Kansas, a notice (a copy of which is hereto annexed and made part of this return) that I would, on the 24th day of June, 1865, between the hours of ten and twelve, at the court-house door, in the city of Atchison, expose to public sale, for cash, the real estate within described, and I did, at the time and place mentioned, offer said tract of land at public sale, but failed to sell the same, there being no bidder therefor.

THOMAS A. OSBORN,
U. S. Marshal.

A.—*Marshal's sale.*

In the district court of the United States for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL.

By virtue of a pluries order of sale to me directed, issued out of said court in the above-entitled cause, dated the 18th day of May, A. D. 1865,

I will, on the 24th day of June, A. D. 1865, between the hours of ten and twelve a. m. of said day, at the court-house door in the city of Atchison, Atchison County, Kansas, expose to public sale, for cash, the
949 following-described property, to wit: lots one and two, (1 & 2,) in section ten, (10,) in township seven (7) south, of range nineteen, (19,) situated in the county of Atchison and State of Kansas, said real estate to be sold to satisfy a judgment for three hundred and seventeen dollars and twenty-five cents ($317.25) against Charles Ball in favor of said plaintiff.

THOS. A. OSBORN,
U. S. Marshal.

MAY 25, 1865.—w5t.

At a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 9th day of October, A. D. 1865, proceedings were had in said cause in words and figures as follows:

TUESDAY, *October 10th, A. D.* 1865.

Confirmation of sale.

UNITED STATES OF AMERICA *vs.* BOND FOR $600 ET AL. TO E. S. BROWN, (Israel Oliphant.)	Information.	Nos. 140, 141.

The marshal of the United States for the district of Kansas, having returned into court that he did, under and by virtue of a writ of pluries order of sale issued in this cause on the 18th day of May, A. D.
950 1865, caused to be advertised and sold, according to the commands of the said writ, the following-described real estate: the west half of the northeast quarter of section ten, (10,) township seven, (7,) of range nineteen, (19,) situate in Atchison County and State of Kansas:

Now comes the said plaintiff, by James S. Emery, esq., United States attorney for said district, and moves the court to ratify and confirm the said sale of the above-described real estate.

And the court having heard said motion, and having carefully examined the proceedings of said sale, and being fully satisfied of the regularity and legality of the same,

It is now therefore ordered, adjudged, and decreed by the court here that the said sale be, and it is hereby, in all things approved, ratified, and confirmed.

Confirmation of sale.

UNITED STATES OF AMERICA *vs.* BOND TO E. S. BROWN FOR $600 ET AL., (Thomas H. Duncan.)	Information.	Nos. 140, 141.

The marshal of the United States for the district of Kansas, having returned into court that by virtue of a pluries writ of order of sale, issued in this cause on the 18th day of May, A. D. 1865, caused to be ad-
951 vertised and sold, according to the commands of the said writ, the following-described real estate, to wit: the north half of the east half of the northeast quarter of section ten, (10,) in township seven, (7,) of range nineteen, (19,) in the county of Atchison and State of Kansas:

Now comes the said plaintiff, by James S. Emery, esq., United States attorney for said district, and moves the court to ratify and confirm the said sale of the above-described real estate.

And the court having heard the said motion, and having carefully examined the proceedings of said sale, and being fully satisfied of the regularity and legality of the same,

It is now therefore ordered, adjudged, and decreed by the court here that the said sale be, and it is hereby, in all things approved, ratified, and confirmed.

Afterwards, to wit, at a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 9th day of October, A. D. 1865, proceedings were had in words and figures as follows, to wit:

Present, Hon. Mark W. Delahay, judge.

WEDNESDAY, *October* 18, 1865.

UNITED STATES OF AMERICA
vs.
952 A BOND FOR $600, AND OTHER PROPERTY, as the property of Edward S. Brown. } No. 140, 141. (Two cases consolidated.)

And now comes Edward S. Brown, and moves the court for leave to file a petition, claim, and intervention, now to the court here presented and read, and offers to give the security for costs and expenses in such cases required; and the court having heard the same, and the affidavit thereto annexed, read, and the arguments of counsel, takes this application under advisement.

UNITED STATES OF AMERICA
vs.
A BOND FOR $600, AND OTHER PROPERTY, AS the property of Edward S. Brown. } No. 140 & 141. (Two cases consolidated.)

Now comes James S. Emery, esq., U. S. dist. attorney, and moves the court to strike this cause from the trial-docket, for the reason that it is improperly on the same the present term. The court having heard said motion, and the arguments of counsel, takes the same under advisement.

Afterwards, to wit, at a term of the district court of the United States of America in and for the district of Kansas, begun and held at
953 Topeka, in said district, on Monday, the 9th day of April, A. D. 1866, the following proceedings were had, to wit:

Present, the Hon. Mark W. Delahay, judge.

WEDNESDAY, *April* 11, 1866.

UNITED STATES OF AMERICA
vs.
A BOND FOR $600, AND OTHER PROPERTY, AS the property of Edward S. Brown. } No. 140 & 141. (Two cases consolidated.)

Ordered by the court that the motion made herein to strike this cause from the trial-docket, and taken under advisement, be sustained.

UNITED STATES OF AMERICA
vs.
A BOND FOR $600, AND OTHER PROPERTY, AS the property of Edward S. Brown. } 140 & 141. (Two cases consolidated.)

And now on this day comes Edward S. Brown, by H. T. Green and L. B. Wheat, his attorneys and proctors herein, and also comes James

S. Emery, district attorney of the United States for the district of Kansas, and the court having had under consideration the motion of Edward S. Brown, made herein on the 18th day of October, A. D. 1865, for leave to file a petition, claim, and intervention herein, now here overrules said motion, and refuses to allow said Brown to file the same herein,
954 to which ruling and decision of the court said Edward S. Brown now here excepts, and presents to the court his exceptions in that behalf, and asks to have the same allowed and signed, and made part of the record herein, which is now done.

Whereupon the said Edward S. Brown files his exceptions, on the 11th day of April, A. D. 1866, which exceptions are in words and figures as follows, that is to say:

Exception of E. T. Brown.

UNITED STATES OF AMERICA,
District of Kansas, ss:

The district court of the United States for the district of Kansas. April term, A. D. 1866.

UNITED STATES OF AMERICA *vs.* A BOND FOR $600, AND OTHER PROPERTY, AS the property of Edward S. Brown.	Nos. 140 & 141. (Two cases consolidated.)

Be it remembered that heretofore, on the 18th day of October, A. D. 1865, at the October term, A. D. 1865, of the above-named court, Edward S. Brown, by H. T. Green and L. B. Wheat, his attorneys and proctors, and also James S. Emery, district attorney of the United States
955 for the district of Kansas, came into open court, and the said Brown, by his attorneys and proctors, moved the court for leave of the court to file the following petition, claim, and intervention, affidavit, and acknowledgement in service of notice, to wit:

District court of the United States of America, district of Kansas.

To the Hon. M. W. Delahay, judge of the district court of the United States for the district of Kansas:

The petition, claim, and intervention of Edward S. Brown, of Powhatan County, State of Virginia, who is the same Edward S. Brown mentioned in the information filed in said court, in case No. 140 on the docket of said court, on the 28th day of March, 1863, by Robert Crozier, esq., as attorney for the United States in said district, as the owner of 10 bonds herein described, and who is also mentioned in the amended information by said Crozier as such atty, filed in said court, in said case, on the 29th day of April, 1863, as the owner of the 10 bonds in the said amended information, and who is the same Edward S. Brown mentioned *mentioned* in the information filed in said district court in case No. 141 on the docket of said court, on the 2nd day of April, 1863, by Robert Crozier, esq., as atty. for the United States in said district, as the owner of the 38 bonds, and the judgment therein described,
956 and who is also mentioned in the amended information by said Crozier as such atty., filed in said court, in said case, on the 29th

day of April, 1863, as the owner of the 38 bonds and the judgment in said amended information described, which said informations and amended informations are here now referred to as exhibits herein, and asked to be taken and considered the same as though herein fully described.

And now comes the said Edward S. Brown, the petitioner and claimant herein, now, and at all times hereafter, saving and reserving to himself all and all manner of benefit or advantage of exceptions, demurrer, or otherwise that can or may be had or taken to the many errors, uncertainties, and imperfections in the said several informations and amended informations, entries in, and records of, said cases containing, claiming, does allege, propound, and say as follows, to wit:

First. That he is the same Edward S. Brown in said several informations and amended informations mentioned; that he, and no other person is, and always has been since the execution thereof, except that of C. C. Andrews, which had been previously paid and discharged, the true and bona-fide owner and holder of the several bonds aforesaid, and of the proceeds thereof, except only in so far as his rights
957 thereto may have been affected by the proceedings had in said cases, and the said Brown intervenes for and claims the proceeds of said bonds collected in said cases, except enough to pay the legal costs in said cases incurred.

Second. That the said Edward S. Brown has heard, and believes it to be true, that James L. McDowell, as the marshal of the United States for said district, did pretend that he had seized the said several bonds, but the said Brown alleges and avers that each of the bonds aforesaid, except that of Andrews aforesaid, and also the bond of one James V. Beeson in said information and amended information, mentioned in case No. 141, were all the time during the years 1861, 1862, 1863, 1864, and the first eight months of the year 1865, without the district of Kansas, and at and within the State of Virginia, and in the actual possession, custody, care, and control of the said Edward S. Brown, who was during all that time within the State of Virginia.

The said Edward S. Brown further alleges that the said James L. McDowell did not, nor did any other marshal or officer or person, except the said Edward S. Brown, at any time during the years 1861, 1862, 1863, 1864, or 1865 ever take or have actual possession of any of the bonds aforesaid, except those of Andrews and Beeson aforesaid; and
958 the said Brown denies that the said James L. McDowell ever did at any time hold or possess the said bond of said Beeson.

And the said Edward S. Brown further alleges that the President of the United States never caused said bonds, or any of them, to be seized, by causing any officer or person to take actual possession of them, or any of them, except as to said bonds of Andrews and Beeson, about which said Brown does not know.

Third. That as to the matter contained in the causes numbered 1st of said information and amended information, the said Edward S. Brown admits that it is true that on the 25th day of September, 1862, he was the owner of the bonds, mortgages, judgments, and credits therein respectively mentioned, and that he hath not since then transferred or conveyed away the same, save and except that the bond of the said Andrews was paid as aforesaid.

Fourth. That as to the pretended matters contained in the causes numbered 2nd of said informations and amended informations, the said Edward S. Brown denies that after the 17th day of July, 1862, he acted

as an officer of the rebels in arms against the Government of the United States, as therein alleged.

Fifth. That as to the pretended matters contained in the causes numbered 3rd of said information and amended information, the said
959 Edward S. Brown denies that after the 17th day of July, 1862, or since the date of the pretended ordinance of secession of the State of Virginia, he took an oath of allegiance to or to support the constitution of the so-called Confederate States of America, and the said Edward S. Brown further denies that he accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State, as herein alleged.

Sixth. That as to the pretended matters contained in the causes numbered 4th of said informations and amended informations, the said Edward S. Brown denies that after the 17th day of July, 1862, he did assist and give aid and comfort to the then existing rebellion against the Government of the United States, as therein alleged.

Seventh. That as to the pretended matters contained in the caus numbered 5th of said informations and amended informations, the said Edward S. Brown denies that he was, on the 25th day of July, 1862, engaged in armed rebellion against the Government of the United States, or in aiding or abetting such rebellion, as therein alleged.

Eighth. That as to the matters contained in the causes numbered 6th of the said amended information in said case numbered 140, in
960 regard to the execution of the bonds and the execution and recording of the mortgage therein mentioned, the said Edward S. Brown admits the same to be true.

Ninth. That as to the matters contained in the cause numbered 6th of the said amended information in said case numbered 141, in regard to the execution of the bonds and the execution and recording of the said mortgages, the said Edward S. Brown admits the same to be true.

Tenth. That as to the matters contained in the causes numbered 6th of said informations and numbered 7th of said amended informations, the said Edward S. Brown denies all and singular the matters and things, charges, allegations, and averments he hath herein-above denied.

Eleventh. The said Edward S. Brown doth further allege and say, that in 1861, 1862, and 1863, until near the close of the year 1863, he resided with his family in Cumberland County, in the State of Virginia, and since that time he has resided in Pawhatan, an adjoining county to Cumberland, in said State.

The portion of the State where he resided, and where he continued and remained, was from some time in 1861 until about the close of the war embraced within the lines held by the so-called confederate armies. To cross the lines held by the contending armies
961 was dangerous and of doubtful success. Passing from one side to the other across these lines was respectively prohibited by the Federal and so-called confederate authorities.

From some time in 1861 until the close of the war, in 1865, the said Edward S. Brown had no correspondence with any person in Kansas. He saw no newspaper published in said State, and he did not know that the said informations or amended informations, or either of them, had been filed, or that any proceedings in either of said cases had been had or taken, until the latter part of August, 1865.

Twelfth. The said Edward S. Brown further alleges that Andrew Johnson, President of the United States of America, granted to him, under date of the 16th of Sept., 1865, a full pardon and amnesty, in words and figures following, to wit:

Andrew Johnson, President of the United States of America, to all to whom these presents shall come, greeting:

Whereas Edward S. Brown, of Pawhatan County, Virginia, by taking part in the late rebellion against the Government of the United States, has made himself liable to heavy pains and punishment;

962 And whereas the circumstances of his case render him a proper subject of Executive clemency:

Now, therefore, be it known that I, Andrew John., President of the United States of America, in consideration of the premises, divers other good and sufficient reasons thereunto moving, to hereby grant to the said Edward S. Brown a full pardon and amnesty for all offenses by him committed, arising from participation, direct or implied, in the said rebellion, conditioned as follows:

1st. This pardon to be of no effect until the said Edward S. Brown shall take the oath prescribed in the proclamation of the President, dated May 29th, 1865.

2nd. To be void and of no effect if the said Edward S. Brown shall hereafter, at any time, acquire any property whatever in slaves or make use of slave labor.

3rd. That the said Edward S. Brown first pay all costs which may have accrued in any proceedings instituted or pending against his person or property before the date of the acceptance of this warrant.

4th. That the said Edward S. Brown shall not, by virtue of this warrant, claim any property, or the proceeds of any property, that has been sold by the order, judgment, or decree of a under the confiscation laws of the United States.

963 5th. That the said Edward S. Brown shall notify the Secretary of State in writing that he has received and accepted the foregoing pardon.

In testimony whereof I have hereunto signed my name and caused the seal of the United States to be affixed.

Done at the city of Washington this 16th day of September, A. D. 1865, and of the Independence of the United States the ninetieth.

[L. S.] ANDREW JOHNSON.

By the President.

WILLIAM H. SEWARD,
Secretary of State.

The said pardon, sealed with the seal of the United States of America, was, on the 27th day of Sept., 1865, delivered to the said Edward S. Brown, and by him accepted with the conditions therein specified, and he then and therefore notified the Secretary of State in writing that he had received and accepted said pardon; and he further alleges, that on the 28th day of September, 1865, he took the oath prescribed in the proclamation of the President, dated May the 29th, 1865, which said pardon is now, by the said Edward S. Brown, here to the court shown.

964 13th. The said Edward S. Brown doth further allege and say that, under and in pursuance of adjudications, orders, and decrees of said district court, in said cases made and rendered, several, divers, and sundry of the persons served with process of garnishment in said case No. 140, and also several other divers and sundry of the persons served with process of garnishment in said case No. 141, have, without any sale of property being made, paid several divers large sums of money to the clerks of said court, and also to the marshals of the United States for that district aforesaid, which sums of money so paid to said clerks

and said marshals by a large amount exceeds the costs in said cases incurred. The said Edward S. Brown does not know the exact amount either of said costs or of the sums of money so paid as aforesaid, but said Brown alleges and says that there has been so paid to said clerks and marshals enough to pay said costs and to leave a remainder in excess of the sum of two thousand dollars by a great sum of money. The said Edward S. Brown further alleges that by virtue of sales made in said cases there have been collected and received in said cases divers large sums of money, the exact amount thereof is not known to the said Edward S. Brown. The said Edward S. Brown further alleges
965 and says that he is informed and believes, and so charges the fact to be, that the several sums of money aforesaid have not, nor has either of them, nor any part thereof, ever been paid into the Treasury of the United States.

14th. That all and singular the premises are true; wherefore, on account of the premises, and also inasmuch as there was no finding made in either of the said cases that the said Edward S. Brown was or had been guilty of any of the acts, matters, or things in either of the informations or amended informations charged against him, he prays that the several judgments, orders, and decrees made in said cases, or either of them, against him be vacated, set aside, and wholly for naught held; that any default of his in said cases, or either of them, be set aside, and leave be granted him to file an answer to said amended information and each of them, and an account be taken of the several sums of money so paid, collected, and received as aforesaid, and that the amount so ascertained, except enough to pay the said costs in said cases incurred, be paid and delivered to the said Edward S. Brown; and he prays that he may have such other and further relief in the premises as he may be entitled to, &c.

EDWARD S. BROWN,
Petitioner, Claimant, and Intervener.

L. B. WHEAT,
H. T. GREEN,
Proctors.

966 UNITED STATES OF AMERICA,
District and State of Kansas, ss:

I, the undersigned, Edward S. Brown, being first duly sworn, do on oath depose and say that the matters, allegations, and averments contained in the above and foregoing petition, claim, and intervention, are true in substance and in fact.

EDWARD S. BROWN.

Subscribed and sworn to before me this 17th day of October, 1865.
A. S. THOMAS,
Clerk of the District Court of the United States for the District of Kansas.

Service of notice that the above application will be made to above-named court on the 17th day of October, 1865, is hereby admitted.
J. S. EMERY, *U. S. Atty.*

And be it further remembered that said Brown, by his said attorneys and proctors, then read to said court said petition, claim, and intervention, affidavit and acknowledgement of service of notice, and offered to give such undertaking and sureties on the filing thereof as should or might

967 be required, and that at such application said Brown also then offered and read in evidence the pardon in said petition mentioned, and a certified copy of a notice and acceptance thereof, in the words following, to wit:

WASHINGTON CITY, D. C., 27 *Sept.*, 1865.

Honorable WILLIAM H. SEWARD,
Secretary of State:

SIR: I have the honor to acknowledge the receipt of the President's warrant of pardon, bearing date 16 Sept., 1865, and hereby signify my acceptance of the same with all the conditions therein specified.

I am, sir, your obedient servant,

EDWARD S. BROWN.

And that the said Edward S. Brown then also offered and read in evidence a certificate in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Department of State:

To all to whom these presents shall come, greeting:

I certify that Edward S. Brown, of the county of Pawhatan, State of Virginia, has deposited in this Department his original oath,
968 bearing date the twenty-eighth day of September, 1865, being in the form prescribed by the President's proclamation of May 29th, 1865.

In testimony whereof I, William H. Seward, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this twenty-eighth day of September, A. D. 1865, and of the Independence of the United States of America the ninetieth.

[L. S.] WILLIAM H. SEWARD.

And this was and is all the evidence offered or read in evidence on the hearing of such applications.

And said Green and Wheat for said Brown, and said Emery for the United States, then argued said application, and the court then refused to decide the same at said October term of said court, and took the same under advisement. And now, on this 11th day of April, A. D. 1866, after having considered the matter, said court, at its April term, 1866, overruled said application and refused to allow said Brown to file said petition, claim, and intervention; to which ruling and decision of
969 the court said Brown, by his attorneys, then at the time excepted, said Emery as such district attorney being present; and said court then also refused to fix any amount in which said Brown should give security on the filing of the same, for the reason that the court would not allow him to file the same in said court. And inasmuch as the matters aforesaid do not appear of record, said Edward S. Brown now here in open court presents these his exceptions in that behalf, and asks to have the same allowed by the court and signed by the judge thereof, and made a part of the record in this cause; which is accordingly done in open court this 11th day of April A. D. 1866.

MARK W. DELAHAY, *Judge.* [L. S.]

Which exceptions are endorsed as follows, to wit: No. 140 & 141. U. S. D. C. Dist. of Kansas. The United States vs. A Bond for $600

and other property, as the property of Edward S. Brown. Exceptions. Filed April 11th, 1866. A. S. Thomas, clerk.

970 APRIL 13, 1866.—Notice of appeal filed in said cause, which notice is in words and figures as follows, to wit:

UNITED STATES OF AMERICA, *ss:*

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 AND OTHER PROPERTY, AS the property of Edward S. Brown, as shown in causes Nos. 140 and 141. Consolidated.

To A. S. Thomas, clerk dist. court, and to James S. Emery, atty. for the United States for the district of Kansas:

SIRS: Edward S. Brown, claimant of the property sought by the information of Robert Crozier, late atty. for the United States, to be confiscated and forfeited to the United States as by the proceedings in the above-entitled cause, and who claims to be interested in any proceeds in the registry of the court, intends to appeal from the final decree of said court as to his rights by petition, and summary proceedings to intervene for a delivery to him of certain proceeds in the registry
971 of the court and from each and every order, judgment, and *and* decree herein made in said two causes, or in either of them.

H. T. GREEN,
L. B. WHEAT, &
JOHN T. MORTON,
Attorneys and Proctors for Edward S. Brown.

Which notice is endorsed as follows, to wit: Notice of appeal. The United States of America vs. A Bond for $600 et al., property of Edward S. Brown.

Rec'd this notice this 13th day of April, 1866, and served same on James S. Emery, U. S. dist. atty. for district of Kansas, and A. S. Thomas, clerk U. S. dist. court, on same day, by delivering to each of them a copy thereof.

THOS. A. OSBORN,
U. S. Marshal.

Filed April 13, 1866. A. S. Thomas, clerk.

Afterwards, to wit, on said 13th day of April, A. D. 1866, agreement of U. S. dist. attorney filed, which is in words and figures as follows, to wit:

UNITED STATES OF AMERICA:

United States district court for the district of Kansas.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600, AND OTHER PROPERTY OF Edward S. Brown.

972 The United States district attorney hereby waives service of the notice of the time and place of giving the bond or stipulation for

an appeal in this cause, and consents that L. B. Wheat and Henry T. Green shall become the securities in said bond for appeal.

Topeka, April 12, 1866.

J. S. EMERY.

After which, on said 13th day of April, A. D. 1866, appeal bond was filed herein, which is in words and figures as follows, to wit:

Whereas an appeal has been taken from the decree of the United States district court for the district of Kansas, made on the 11th day of April, A. D. 1866, and from each and every judgment, order, and decree in a certain cause wherein the United States of America, by the information of Robert Crozier, as attorney for the United States, seeks to confiscate and claim as forfeited to the United States certain bonds and mortgages, more particularly described and set forth in causes No. 140 and 141, of the docket of said court, the said two causes being consolidated as the United States of America vs. A Bond for $600 and other property, as the property of Edward S. Brown; and wherein Edward S. Brown claims to be interested in any of the proceeds of said property,
973 and seeks to intervene and procure a delivery thereof to himself, and to be let in to answer said information in said causes numbered 140 & 141 & consolidated; and which said claim, intervention, and rights is, by the judgement of this court rendered on the said 11th day of April, A. D. 1866, appealed from:

Now, therefore, the stipulation undersigned hereby stipulate in the sum of five hundred dollars to pay all damages and costs which shall be awarded against said appellant Edward S. Brown by appellate court.

In witness hereto the parties have set their hands this 12th day of April, A. D. 1866.

L. B. WHEAT. [SEAL.]
H. T. GREEN. [SEAL.]

(Endorsed:) The United States of America vs. A Bond for $600, and other property of said Edward S. Brown. Appeal bond. Filed April 13, 1866. A. S. Thomas, clerk.

Afterwards, to wit, at the April term, 1866, of said district court, begun and held as last above mentioned, proceedings were had herein which are in words and figures as follows:

FRIDAY, *April 13th*, 1866.

974 UNITED STATES OF AMERICA
vs.
A BOND FOR $600 AND OTHER PROPERTY, AS the property of Edward S. Brown. } No. 140 & 141. Two cases consolidated.

And now comes the above-named Edward S. Brown, and shows to the court that the matter in dispute, exclusive of costs, exceeds the sum of two thousand dollars, and thereupon claims an appeal from the final rulings and final decree upon his application to file a petition, claim, and intervention herein to the circuit court of the United States for the district of Kansas, and files herein his bond for such appeal, which is approved by the court.

It is thereupon now here by the court ordered that such appeal be,

and is hereby, allowed; and, on motion of the attorneys and proctors of the said appellant, it is ordered that the appellant be allowed time until the Monday after the first Monday of the next term of the said circuit court to obtain and file transcript in this cause, with leave to apply for longer time if necessary.

Afterwards, to wit, on the 18th day of April, A. D. 1866, motion filed herein, which is in words and figures as follows, to wit:

UNITED STATES OF AMERICA,
District of Kansas, ss:

975 In the district court of the United States for the district of Kansas.

UNITED STATES OF AMERICA *vs.* A BOND FOR $600 AND OTHER PROPERTY, AS the property of Edward S. Brown.	No. 140 & 141. Two cases consolidated.

And now comes said Edward S. Brown, and moves the court to open, vacate, and set aside the several judgments, orders, and decrees made and rendered in the above-entitled suits, including those made and rendered in the above-mentioned case No. 140, and also those in case No. 141, and also those made and rendered in the two cases since they were consolidated, and for an order that he be let in to defend said suits, for the following reasons, namely:

1st. Because said court did not have jurisdiction of the subject-matter of said suits, or either of them.

2nd. Because said court did not have jurisdiction of the person of said Edward S. Brown in said suits, or either of them.

3rd. Because there was not any notice published or monition issued in said suits, or either of them, after the amended information' were filed in said suits.

4th. Because there was not any sufficient notice published of the pendency of these said suits, or of the proceedings herein to give
976 the court jurisdiction to render judgment.

5th. Because said Edward S. Brown was not notified of the filing of the amended informations herein.

6th. Because the pretended warrants and writs that were issued in said suits were issued without probable cause, and were not nor was any of them supported by oath or affirmation.

7th. Because there was not any presentment or indictment of a grand jury found or made in said suits or in either of them against said Edward S. Brown.

8th. Because the original information did not, nor does the amended information or either of them, state facts sufficient to constitute a cause of action.

9th. Because the pretended writ issued by Robert Crozier, esq., on which it is pretended that the pretended seizures in said amended informations mentioned, were made, were issued without probable cause, and were not, nor was any or either of them, supported by oath or affirmation.

10th. Because said court did not have jurisdiction to hear or determine either of said suits, the choses in action in said information mentioned not being within the jurisdiction of said court.

977 11th. Because the aforesaid several judgments, orders, and decrees were made and rendered without other service on said Edward S. Brown than by publication in a newspaper, and that during the pendency of said action, or either of them, he did not have actual notice thereof nor of either of said suits, in time to appear in court and make his defence.

12th. Because the notices published in said suits were not, nor was either of them, sufficient either in substance or form.

13th. Because there was not any notice published for a sufficient length of time in either of said suits to authorize or empower said court to make said judgments, orders, or decrees, or any or either of them.

14th. Because said judgments, orders, and decrees, as to those of condemnation, were severally made and rendered without evidence.

15th. Because the several monitions in said suits were not, nor was either of them, sufficient, nor was any of them published for sufficient length of time.

16. Because there was not and has not been any indictment, trial, finding, or judgment against said Edward S. Brown, that he ever was or has been guilty of any of the several supposed matters in said amended informations mentioned and charged.

The said Edward S. Brown has, and always had, a defence to
978 said suits and each of them, in this as well as otherwise, because he was not guilty as is in said amended informations mentioned and charged, of any or either of the matters or acts therein mentioned.

17th. Because the pretended seizures in said amended informations mentioned were not made on water, either on the high seas or on any stream or water navigable by vessels of ten tons burden.

L. B. WHEAT,
H. T. GREEN, AND
MARTIN & MORTON,
Atty. & Proctors for E. S. Brown.

(Endorsed:) United States of America vs. A Bond for $600, &c., Edward S. Brown. Motion. Filed April, 1866. A. S. Thomas, clerk.

Afterwards, on the 25th day of April, 1866, Edward S. Brown, by his attorneys and proctors, filed herein his appeal in words and figures as follows, to wit:

Circuit court of the United States, district of Kansas.

EDWARD S. BROWN, PETITIONER, CLAIMANT and intevenor, appellant,
979 *vs.*
THE UNITED STATES OF AMERICA, appellee.

To the honorable *of* the circuit court of the United States for the district of Kansas:

The appeal of the above-named appellant respectfully showeth: That on or about the 2nd day of April, A. D. 1863, the above-named the United States of America, by Robert Crozier, esq., the district attorney of the United States for the district of Kansas, exhibited their information in the district court of the United States for the district of Kansas against—

Lot twenty, in block fifteen, in the original plat of Leavenworth, and State of Kansas, and the appurtenances thereto belonging, and the rents and profits of the same; also, a bond for the payment of $420.00 in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 26, 1860, by James M. Calourt to Edward S. Brown, and secured by mortgage, made and acknowledged May 26, 1860, by said James M. Calvert to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 26, 1860, in book L, page 469, on the
980 following real estate in said Leavenworth County, viz, the northwest quarter of section (10,) ten, of township (8,) eight, of range (22,) twenty-two.

Also, a bond for the payment of six hundred dollars ($600.00) in twelve months from the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 24, 1860, by Andrew Henson, jr., to said Edward S. Brown, and secured by mortgage, made May 24, 1860, and acknowledged May 25, 1860, by said Andrew Henson, jr., and Susannah Henson to said Edward S. Brown, recorded May 26, 1860, in book L, page 470, in the office of register of deeds of Leavenworth County, Kansas, *all* the following real estate in said Leavenworth County, viz, the southwest quarter of section 27, in township 7, of range 20.

Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 28, 1860, by William Sparks to said Edward S. Brown, and secured by mortgage, made & acknowledged May 28, 1860, by said William Sparks and Jemima Sparks to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of
981 Leavenworth County, Kansas, in book L, page 470, *and* the following real estate in said Leavenworth County, viz, the northwest quarter of section 34, in township 8, of range 20.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, executed May 29, 1860, by Benajah W. and Martha Ann Hiatt to said Edward S. Brown, and secured by mortgage, made and acknowledged May 29, 1860, by said Brujah W. and Martha Ann Hiatt to said Edward S. Brown, and recorded in the office of the register of deeds of Leavenworth County, Kansas, May 29, 1860, in book L, page 476, on the following real estate in said Leavenworth County, viz, the east half of section 22, in township 9, of range 20.

Also, a bond for the payment of $480.00 in twelve months after date thereof, with interest after maturity at the rate of 20 per cent. per annum, made June 1, 1860, by Samuel E. Edwards to said Edward S. Brown, and secured by mortgage of same date, executed by said Samuel E. Edwards and Mary Ann Edwards to said Edward S. Brown,
982 recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 488, *all* the following real estate in said Leavenworth County, Kansas, viz, the southwest quarter of section 26, in township 7, of range 21.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 30, 1860, by James Bosley to said Edward S. Brown, and secured by mortgage of same date, executed by said James Bosley and Hannah M. Bosley, to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, book L, page 486, on the following real estate in said Leavenworth County, and State

of Kansas, viz, the northwest quarter of section fourteen, (14) in township eight, (8,) of range (21) twenty-one, and the last half of the northeast quarter of section fifteen, (15,) township eight, (8) of range twenty, (21.)

983 Also, a bond for the payment of $600.00 in twelve months after the date thereof, with interest after maturity at the rate of 20 per cent. per annum, made May 31, 1860, by Jackson B. Crane to said Edward S. Brown, and secured by mortgage of same date, executed by said Jackson B. Crane and Sarah Ann C. Crane, to said Edward S. Brown, recorded in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 485, on the following real estate in said county of Leavenworth and State of Kansas, viz, the northeast fractional quarter of section 5, in township 8, of range 21; also a bond for the payment of $500.00 in twelve months from the date thereof, with interest from date at the rate of 29 per cent. per annum, executed May 29, 1860, by Marion Todd and Mary P. Todd, to said Edward S. Brown, and secured by mortgage, made May 29, 1860, by said Marion Todd and Mary P. Todd to said Edward S. Brown, recorded May 30, 1860, in the office

984 of the register of deeds of Leavenworth County, Kansas, in book L, page 478, on the following real estate in said county of Leavenworth and State of Kansas, viz, the northwest quarter of section 29, in township 9, of range 22, and the north half of the northeast quarter of section 30, in township 9, of range 22.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest after maturity, at the rate of 20 per cent. per annum, executed May 31, 1860, by Robert L. Merchant to said Edward S. Brown, and secured by mortgage of the same date, executed by said Robert L. Merchant and Mary Ann Merchant, to said Edward S. Brown, recorded May 31, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 484, on the following real estate in said county of Leavenworth, and State of Kansas, viz, the south half of the southwest quarter of section 33, in township 7, of range 22.

Also, a bond for the payment of $1,200.00, in twelve months from the date thereof, with interest after date at the rate of 20 per cent.

985 per annum, executed May 28, 1860, by Lawrence Kenedy to said Edward S. Brown, and secured by mortgage, made and acknowledged May 28, 1860, by said Lawrence Kenedy and Eliza Kenedy, to said Edward S. Brown, recorded May 28, 1860, in the office of the register of deeds of Leavenworth County, Kansas, in book L, page 471, on the following real estate in said county of Leavenworth and State of Kansas, viz, the northeast quarter of section 12, in township 8, of range 21; praying, among other things, for the reason set forth in said information, that *that* process in due form of law issue against the said bonds, mortgages, and judgments, and real estate, and the real estate, property, credits, and rights thereto and therein of the said appellant, to enforce the forfeiture thereof, and that they might be declared forfeited to the United States of America.

986 That process issued of said court, but was not served personally on the appellant, and was only served by publication for 14 days in the Atchison Champion, a newspaper published in the city of Atchison, in the State of Kansas, and that this appellant had no knowledge whatever of said proceedings, information, or process; and that afterwards, to wit, on or about the 29th day of April, A. D. 1873, by leave of the said court, an amended information was filed in said cause by the said district attorney on behalf of the said United States

of America, but that no further process, warrant, citation, or monitor was issued in said cause.

That said information and remended information alleged a pretended seizure of said bonds, mortgages, estate, and property by the marshall of the United States for said district, by virtue of pretended warrant issued by Robert Crosier, esq., U. S. district attorney of the United States for the district of Kans. That the said cause came on to be heard before the honorable Archibald Williams, judge of the said district court, on or about the 5th day of May, A. D. 1863, and the said
987 judge made a decree or sentence in said cause, whereby it was, among other things, sentenced and decreed that the defaults of all persons be entered, and that the said bonds, mortgages, and credits, and the estate, right, title, and interest therein of the said E. S. Brown be, and were declared, forfeited to the United States of America, as by reference to said decree may more fully appear, and by said decree and sentence citutions were ordered to be issued to the obligors and mortgagors in said bonds and mortgages described. That said citutions were issued and were returned served by the marshall of said district; and that afterwards, to wit, on or about the 5th day of June, A. D. 1863, by a further decree of said court, the said bonds and mortgages were foreclosed, and payment of the amount due thereon was ordered to be made into court, for the use of the United States of America.

And this appeal further showed that on or about the second
988 day of April, 1863, the above named, the United States, by Robert Crosier, esq., the district attorney of the United States of America for the district of Kansas, exhibited their information in the said district court of the United States for the district of Kansas against a bond, for the payment of $600.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George F. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George F. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 401, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20; also a bond for the payment of $750.00, in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made September 14, 1859, by George M. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said
989 George F. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 296, on the following real estate in said county, viz, the northwest quarter of section 11, in township 6, of range 20; also a bond for the payment of $360.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by George T. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George T. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 136, on the following real estate in said county, viz, the south half of the northwest quarter of section 7, in township 6, of range 21;

Also, a bond for the payment of $300.00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum,
990 made September 9, 1859, by W. J. Mayfield to said Edward S. Brown, and secured by mortgage of same date, executed by said W. J. Mayfield and Sarah Ann Mayfield to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E,

page 268, on the following real estate in said county, viz, the northwest quarter of section 20, in township 7, of range 20;

Also, a bond for the payment of $1,020.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made May 10, 1860, by Squire Wade to said Edward S. Brown, and secured by mortgage of same date, executed by said Squire Wade and Elisabeth Wade to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 349, on the following real estate in said county, viz, the southwest corner of section 29, in township 6, of range 21;

Also, a bond for the payment of $150.00 in twelve months from the date thereof, with interest at the rate of 20 per cent. per annum,
991 made September 9, 1859, by George M. Blodgete to said Edward S. Brown, and secured by mortgage of same date, executed by said George M. Blodgete and Mary E. Blodgete to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 264, on the following real estate in said county, viz, the southwest fractional quarter of section 21, township 7, of range 20;

Also, a bond for the payment of $250,00 in twelve months from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1850, by Isaac Blessing to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac Blessing to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 259, on the following real estate in said county, viz, the east half of the southwest quarter of section 20, in township 7, of range 20.

992 Also, a bond for the payment of $250.00 in twelve month' from the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Washington Hays to said Edward S. Brown, and secured by mortgage of same date, executed by said Washington Hays and Nancy Hays to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 284, on the following real estate in said county, viz, the southeast quarter of section 7, in township 7, of range 20.

Also, a bond for the payment of $1,000.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by George F. Challiss to said Edward S. Brown, and secured by mortgage of same date, executed by said George F. Challiss and Imogene Challiss to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz, the northwest
993 quarter of section 7, in township 6, of range 21.

Also, a bond for the payment of $150.00 in twelve month' from the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Israel Oliphant to said Edward S. Brown, and secured by mortgage of same date, executed by said Isra'l Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 273, on the following real estate in said county, viz, the west half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $330.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by John J. Scott to said Edward S. Brown, and secured by mortgage of same date, executed by said John J. Scott and Margarett Scott to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 362, on the following real

994 estate in said county, viz, the northeast quarter of section 32, in township 6, of range 21.

Also, a bond for the payment of $250.00 in twelve month' after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by Thomas U. Johnson to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas U. Johnson and Mary Jane Johnson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 297, on the following real estate in said county, viz, the southwest quarter of section 5, in township 7, of range 21.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 10, 1859, by Louis Dein to said Edward S. Brown, and secured by mortgage of same date by said Louis Dein and Lunna Dein to said Brown, recorded in the office of the register of deeds of
995 Atchison County, Kansas, book E, page 281, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 21; also a bond for the payment of $100.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by Harrison Wider to said Edward S. Brown, and secured by mortgage of same date, executed by said Harrison Wider and Ellen Wider to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, in book E, page 260, on the following real estate in said county, viz, the southwest quarter of section 8, in township 7, of range 21; also a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by James V. Beeson to said Edward S. Brown, and secured by mortgage of same date, executed by said James V. Beeson to
996 said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 285, on the following real estate in said county, viz: the southeast quarter of section 20, in township 7, of range 20; also the northeast quarter of the southeast quarter of section 20, in township 7, of range 20; also the west half of the southwest quarter of section 12, in township 7, of range 19; also a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Mahlon Oliphant to said Edward S. Brown, and secured by mortgage of same date executed by said Mahlon Oliphant and Rachel Oliphant to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 270, on the following real estate in said county, viz: the northeast quarter of section 9, in township 7, of range 19.

Also, a bond for the payment of $500.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Benjamin Ball to said Edward S.
997 Brown, and secured by mortgage of same date executed by said Benjamin Ball and Hannah L. Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 271, on the following real estate in said county, viz: the southeast quarter of section 3, in township 7, of range 19, and the northwest quarter of section 10, in township 7, of range 19.

Also, a bond for the payment or $100.00 in twelve month' from the date thereof, with interest at the rate of 30 per cent. per annum, made September 8, 1859, by John A. Stevens to said Edward S. Brown, and secured by mortgage of same date, executed by said John A. Stevens

and Margaret Stevens to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 262, on the following real estate in said county, viz: the west half of the northeast quarter of section 31, in township 6, of range 21.

998 Also, a bond for the payment of $181.50 in twelve months after the date thereof, with interest at the rate of 25 per cent. per annum, made May 11, 1860, by Charles Ball to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Ball to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 325, on the following real estate in said county, viz: lots 1 and 2 in section 10, in township 7, of range 19.

Also, a bond for the payment of $320.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by D. C. Davis to said Edward S. Brown, and secured by mortgage of same date, executed by said D. C. Davis and Rebecca Ann Davis to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 354, on the following real estate in said county, viz: the northeast quarter of section 28, in township 5, of range 20.

999 Also, a bond for the payment of $350.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 12, 1859, by C. C. Andrews to said Edward S. Brown, and secured by mortgage of same date, executed by said C. C. Andrews to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 288, on the following real estate in said county, viz: the northwest quarter of section 23, in township 5, of range 19; also 20 acres of the southwest quarter of section 14, in township 5, of range 19; also lot 13, in block 15, in Atchison City.

Also, a bond for the payment of $480.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Stephen R. Jones to said Edward S. Brown, and secured by mortgage of same date, executed by said Stephen R. Jones and Lucinda Jones to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 361, on the

1000 following real estate in said county, viz: the southwest quarter of section 28, in township 5, of range 20.

Also, a bond for the payment of $480.00 in twelve month' from the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by Richard L. Atkinson to Edward S. Brown, and secured by mortgage of same date, executed by said Richard L. Atkinson and Fanny P. Atkinson to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 375, on the following real estate in said county, viz: the southeast quarter of section 22, in township 5, of range 20; also, lot 6, in block 101, in Atchison.

Also, a bond for the payment of $2,400.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 18, 1860, by Isaac S. Hascall to said Edward S. Brown, and secured by mortgage of same date, executed by said Isaac S. Hascall and Sarah J. Hascall to said Brown, recorded in the office of the register of

1001 deeds of Atchison County, Kansas, book F, page 363, on the following real estate in said county, viz: the southeast quarter of the northeast fractional quarter of section 27, in township 6, of range 17; also, the southeast quarter of section 28, in township 6, of range 17; also, the southeast quarter of the northeast quarter of section 29, in

township 6, of range 17; also, lots 10, 11, 12, & 13, in block 10, in Atchison City.

Also, a bond for the payment of $300.00 in twelve month' after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Robert W. Hancock to said Edward S. Brown, and secured by mortgage of same date, executed by said Robert W. Hancock and Eliza M. Hancock to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 383, on the following real estate in said county, viz: the southeast quarter of section 15, in township 5, of range 20.

Also, a bond for the payment of $740.00 in twelve months after
1002 the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Thomas H. Storts to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Storts and A. R. Storts to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 116, on the following real estate in said county, viz: the east half of the southeast quarter of section 6, in township 5, of range 19; also, lots 11, 12, and 13, in block 36, in Challiss' addition to Atchison.

Also, a bond for the payment of $720.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 19, 1860, by John Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said John Rothwell and Sarah Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 122, on the following real estate in said county, viz: the southeast quarter of section 12,
1003 in township 7, of range 19.

Also, a bond for the payment of $300.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 21, 1860, by John S. Rust to said Edward S. Brown, and secured by mortgage of same date, executed by said John S. Rust and Mahala Rust to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 123, on the following real estate in said county, viz: the northeast quarter, (except 35 acres off the north side of section 33,) in township 5, of range 19.

Also, a bond for the payment of $1,080.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Watson Stewart to said Edward S. Brown, and secured by mortgage of same date, executed by said Watson Stewart and Elizabeth Stewart to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 352, on the fol-
1004 lowing real estate in said county, viz: the northeast quarter of section 24, in township 5, of range 20.

Also, a bond for the payment of $200.00 in twelve months after the date thereof, with interest at the rate of 30 per cent. per annum, made September 9, 1859, by Thomas H. Duncan to said Edward S. Brown, and secured by mortgage of same date, executed by said Thomas H. Duncan and Sarah Duncan to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book E, page 260, on the following real estate in said county, viz: the east half of the northeast quarter of section 10, in township 7, of range 19.

Also, a bond for the payment of $840.00 in twelve months after the date thereof, with interest at the rate 20 per cent. per annum, made May 16, 1860, by Andrew Petifish to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew Petifish and Parthena M. Petifish to said Brown, recorded in the office of the reg

1005 ister of deeds of Atchison County, Kansas, book F, page 355, on the following real estate in said county, viz: the northwest quarter of section 29, in township 6, of range 20; also, lot 1, in block J J, Atchison City.

Also, a bond for the payment of $120.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made 23, 1860, by George W. Larrison to said Edward S. Brown, and secured by mortgage of same date, executed by said George W. Larrison and Elizabeth Larrison to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 140, on the following real estate in said county, viz: the northeast quarter, except 4 acres, of section 11, in township 5, of range 19.

Also, a bond for the payment of $360.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made 24, 1860, by Andrew J. Rothwell to said Edward S. Brown, and secured by mortgage of same date, executed by said Andrew J.
1006 Rothwell and Polly Ann Rothwell to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book F, page 386, on the following real estate in said county, viz: the northwest fractional quarter of section 18, in township 7, of range 20.

Also, a judgment rendered by the district court of Atchison County, Kansas, in favor of said Edward S. Brown, on a bond for the payment of $900.00 in twelve months after the date thereof, with interest at the rate of 20 per cent. per annum, made May 23, 1860, by Charles Halbert to said Edward S. Brown, and secured by mortgage of same date, executed by said Charles Halbert and Ellen Halbert to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 124, on the following real estate, in said county, viz: the northeast quarter of section 29, in township 5, of range 20.

Also, a bond for the payment of $480.00 in twelve months after
1007 the date thereof, with interest at the rate of 20 per cent. per annum, made May 16, 1860, by Philip Sink to said Edward S. Brown, and secured by mortgage of same date, executed by said Philip Sink and Mary Sink to said Brown, recorded in the office of the register of deeds of Atchison County, Kansas, book G, page 109, on the following real estate, in said county, viz: the northwest quarter of section 28, in township 5, of range 20, praying, among other things, for the reason set forth in said information, that process in due form of law issued against the said bond, mortgages, and estate, and the estate, property, credits, and rights thereto and therein of the said appellant to enforce the forfeiture thereof, and that they might be declared forfeited to the United States of America; that process issued out of said court on said last-mentioned information, but was not served personally on this appellant, and was only served by publication for 14 days in the Leavenworth Weekly Bulletin, a newspaper published in the city
1008 of Leavenworth, in the State of Kansas, and that this appellant had no knowledge of said proceedings, information, or process; and that afterwards, to wit, on or about the 29 day of April, A. D. 1863, by leave of said court, an amended information was filed in said court by the said district attorney on behalf of the United States of America, but that no further process, warrant, citation, or monition was issued in said cause. That said information and amended information alleged a pretended seizure of said bonds, mortgages, estate, and property by the marshall of the United States for the district of Kansas, by virtue of pretended warrants issued by Robert Crozier, district attorney of the United States for the district of Kansas. That the saide cause came on

to be heard before the honorable Archibald Williams, judge of the said district court, on or about the 5th day of May, A. D. 1863, and the said judge made a decree or sentence in said cause, whereby it was,
1009 among other things, sentenced and decreed that the defaults of all persons be entered, and that the said bonds, mortgages, and credits, and the estate, right, title, and interest therein of said E. S. Brown be and were declared forfeited to the United States of America, as by reference to said decree may more fully appear, and by said decree and sentence cit*u*tions were ordered to be issued to the obligors and mortgagors in said bonds and mortgages described. That said cit*u*tions were issued and were returned served by the marshal*l* of said district; and that afterwards, to wit, on or about the 5th day of June, A. D. 1863, by a further decree of said court the said bonds and mortgages were foreclosed and payment of the amounts due thereon was ordered to be made into said court for the use of the United States of America. And this appeal further showeth that a large sum of money has been paid into said court and to the
1010 clerk of said court and marshal*l* of said district in pursuance of the orders, decrees, and adjudications of said court by the obligors and mortgagors aforesaid without any sale of property; that said amount so paid and received is not known to this appellant, but that the same is enough to pay all costs in said cause and leave a balance largely in excess of the sum of two thousand dollars; and this appeal further shows that by an order of said court, entered on or about the 5th day of June, A. D. 1863, the said causes in which said informations (and amended informations) were filed and respectively numbered on the docket of said courts as Nos. 140 and 141, were consolidated as of date April 24, A. D. 1863, and an order nunc pro tunc of such consolidation entered *all* the records of said court; and this appeal further showeth that afterwards, to wit, on or about the 18th day
1011 of October, A. D. 1865, the said Edward S. Brown, by his attorneys and proctors, presented his petition, claim, and intervention, duly sworn to by him, alleging among other things the facts set forth in this appeal, denying under oath the allegations, charges, and causes set forth in said informations and amended informations, and alleging and showing a full pardon and amnesty from the President of the United States, as set forth and copied in said petition, praying that the said default entered against him be set aside; that he have leave to file an answer to said amended information; that the said several judgments, sentences, decrees, and orders in said causes and each of them be vacated, set aside, and held for naught; that an account be taken of the several sums of money paid, collected, and received as aforesaid, and that the amount so ascertained, except enough to pay the costs in
1012 said causes; that due notice of presenting said petition was given to the United States district attorney for said district; that on presenting said petition said appellant offered to give such undertaking and sureties as should or might be required by the court; that on said application, which was argued by the said U. States district attorney and the attorneys and proctors of said appellant, the said appellant read and offered in evidence the pardon and amnesty in said petition mentioned, copied, and set forth.

Said petition, which is filed in said court in and among the papers in said cause and embodied in a bill of exceptions therein, is now here refer'ed to as an exhibit herein, and asked to be taken and considered as though herein fully copied and described. That on the hearing of said motion and application, and after argument of counsel, the said

court took the same under advisement, and afterwards, on the
1013 11th day of April, 1866, refused to set aside the said judgment, orders, sentences, and decrees, and refused to allow the said Brown to file said petition, answer, claim, and information, and refused to fix any amount in which said Brown should give security on the filing of the same, and directed an order to be entered overruling said motions and application; and this appellant is advised and insisted that the said decrees, judgments, orders, and rulings are erroneous, inasmuch as the said United States of America were not entitled to any forfeiture of said property, bonds, mortgages, and credits; and further, inasmuch as this appellant was entitled to the proceeds of the property that has been collected without sale, by virtue of the pardon aforesaid.

And this appellant, for these and other reasons, appeals from each and every of the said decress, sentences, orders, and rulings in
1014 favor of the United States of America, to the next circuit court to be held in the said district, and on said appeal he intends to make new allegations in the circuit court and introduce the same and further proofs.

And he prays that the records and proceedings may be returned to the said circuit court, and that each of the said decrees, sentences, orders, and rulings may be reversed, and such other decrees, sentence, order, and ruling thereon be made as to said circuit court may seem just.

S. B. WHEAT,
H. F. GREEN,
MARTIN & MORTON,
Attorneys and Proctors for Edward S. Brown, appellant.

(Endorsed as follows, to wit:) No. 140 & 141. United States vs. A Bond for $600.00, and other property. Appeal. Filed April 25, 1866. A. S. Thomas, clerk.

I acknowledge service of a copy of the within appeal this 25th day of April, A. D. 1866.

J. S. EMERY,
United States Dist. Atty.

1015 Afterwards, on the 26th day of April, 1866, Edward S. Brown by his attorneys and proctors, filed herein a notice, which is in words and figures as follows, to wit:

UNITED STATES OF AMERICA, *District of Kansas, ss:*

In the district court of the United States for the district of Kansas.

UNITED STATES OF AMERICA *vs.* A BOND FOR $600, AND OTHER PROPERTY, AS the property of Edward S. Brown.	No. 140 & 141. (Two cases consolidated.)

To the plaintiff in the above-entitled suit, and to James S. Emery, district attorney of the United States for the district of Kansas:

You are hereby notified that the above-named Edward S. Brown will, on Tuesday, the 24th day of April, A. D. 1866, at 9 o'clock a. m. of said day, or so soon thereafter as the same can be heard at the court-room in the city of Topeka, where said court is usually held, move the above-named district court of the United States for the district

1016 of Kansas, to open, vacate, and set aside the several judgments, orders, and decrees, made and rendered in the above-entitled suit, including those made and rendered in the above-mentioned case, No. 140, and also those in case No. 141, and also those made and rendered in the two cases since they were consolidated, and for an order that he be let in to defend said suit, for the reasons and causes embodied in the motion now on file in said court; and you are further notified that affidavit and other evidence will be used on the hearing of said motion.

L. B. WHEAT,
H. T. GREEN, AND
MARTIN & MORTON,
Attorneys and Proctors for said E. S. Brown.

(Endorsed:) United States, &c., vs. A Bond for $600, &c. Edward S. Brown. Notice.

I acknowledge service of a copy of within notice 18th day of April, A. D. 1866.

J. S. EMERY,
U. S. District Attorney.

Filed April 26, 1866. A. S. Thomas, clerk.

After which, at the said April T., 1866, proceedings were had herein, as follows:

THURSDAY, *April* 26, 1866.

1017 THE UNITED STATES OF AMERICA *vs.* A BOND FOR $600, AND OTHER PROPERTY, as the property of Edward S. Brown. } 140 & 141.

Now comes as well the said Edward S. Brown, by L. B. Wheat, H. T. Green, Martin & Morton, his attorneys and proctors, as the said United States of America, by James S. Emery, district attorney of the United States for the district of Kansas, and the motion of the said Edward S. Brown, heretofore filed to open, vacate, and set aside the several judgments, orders, and decrees made and rendered in said causes, and for an order that he be let in to defend said suits, being heard and argued by counsel, is overruled by the court, to which overruling the said E. S. Brown, by his said attorneys and proctors, excepts, and prevents his bill of exceptions thereto, which is signed by the court and ordered to be filed; whereupon bill of exceptions filed in words and figures as follows, to wit:

District court of the United States. April term. District of Kansas, 1866.

1018 THE UNITED STATES OF AMERICA *vs.* A BOND FOR $600 AND OTHER PROPERTY, AS the property of Edward S. Brown. } Nos. 140 & 141. Two cases consolidated.

Be it remembered that, on the 26th day of April, A. D. 1866, at the April term, A. D. 1866, of said court, Edward S. Brown, by H. T. Green, L. B. Wheat, and Martin and Morton, his attorneys and proctors, and also James S. Emery, district attorney of the United States for the district of Kansas, came into open court, and the said Brown, by

his said attorneys and proctors, moves the court to open, vacate, and set aside the several judgments made and rendered in the above-entitled suits, including those made and rendered in the above-mentioned case, No. 140, and also those in case No. 141, and also those rendered in the two cases since they were consolidated, and for an order that he be let in to defend said suits, further reasons, and causes embodied in the motion filed herein on the 18th day of April, 1866, and upon the argument of said motion read and affirmed in evidence the following affida-
1019 vit and sworn answers of said Edward S. Brown, to wit:

District court of the United States of America, district of Kansas.

To the Hon. M. W. Delahay, judge of the district court of the United States for the district of Kansas.

The answer of Edward S. Brown, of Powhaton County, State of Virginia, to the amended information filed by Robert Crozier, esq., atty. for the United States in said district court, on the 29th day of April, 1863, in cases numbered 140 and 141 on the docket of said court:

And now comes the said Edward S. Brown, now and at all times hereafter saving and reserving to himself all and all manner of benefit or advantage of exceptions, demurrer, or otherwise that can or may be had or taken to the many errors, uncertainties, and imperfections in said amended information contained for answer thereto, and to each of them since the said causes have been consolidated, or to so much thereof, respectively, as said respondent is advised it is material or necessary for him to make answer to, answers as follows:

1020 First. That the said Edward S. Brown has heard, and believes it to be true, that James L. McDarell, as the marshall of the United States for said district, did pretend that he had seized the several bonds and the judgment in the amended information mentioned, but the said Brown alleges and avers that each of the bonds aforesaid, except that of one C. C. Andrews and of one James V. Beeson, in said amended judgment mentioned, in case No. 141, were, all the time during the years 1861, 1862, 1863, 1864, and the first 8 months of the year 1865, without the district of Kansas, and at and within the State of Virginia. The said Edward S. Brown further alleges that the said James L. McDorrell did not, nor did any other marshall or officer or person, except the said Edward S. Brown, at any time during the years 1861, 1862, 1863, 1864, or 1865, ever take or have actual possession of any of the bonds aforesaid, except those of Andrews and Beeson aforesaid; and the said Brown denies that the said Jas. L. McDowell ever
1021 did at any time hold or possessed the said bond of said Beeson.

And the said Edward S. Brown further alleges that the President of the United States never caused said bond or any of them to be seized by causing any officer or person to take actual possession of them on any of them, except as to said bonds of Andrews and Beeson, but which the said Beeson does not know.

Second. That as to the matters contained in the causes numbered 1st of said amended informations, the said Edward S. Brown submits that it is true that on the 25th day of Sept., 1862, he was the owner of the bonds, mortgages, judgments, and credits therein respectively mentioned, and that he hath not since then transferred or conveyed away the same save and except the bond of said Andrews, which had been previously paid to one G. H. Fairchild, atty. in fact for said Brown.

Third. That as to the pretended matters contained in the causes num-

bered 2nd of said amended informations, the said Edward S. Brown denies that, after the 17th day of July, 1862, he acted as an officer
1022 of the army of the rebels in arms against the Government of the United States, as therein alleged.

Fourth. That as to the pretended matters contained in the causes numbered 3rd of said amended informations, the said Edward S. Brown denies that after the 17th day of July, 1862, or since the date of the pretended ordinance of secession of the State of Virginia, he took an oath of allegiance to, or to support the constitution of the so-called Confederate States of America, and the said Edward S. Brown further denies that he accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State as therein alleged.

Fifth. That as to the pretended matters contained in the cases numbered 4th of said amended information, the said Edward S. Brown denies that after the 17th day of July, 1862, he did assist and give aid and comfort to the then existing rebellion against the Government of the United States of America, as therein alleged:

1023 Sixth. That as to the pretended matters contained in the causes numbered 5th of said amended information, the said Edward S. Brown denies that he was on the 25th day of July, 1862, engaged in armed rebellion against the Government of the United States, or in aiding or abetting such rebellion, as therein alleged.

Seventh. That as to the matters contained in the causes numbered 6th of said amended information, in said case numbered 140, in regard to the execution of the bonds and the execution and recording of the mortgages therein mentioned, the said Edward S. Brown admits the same to be true.

Eighth. That as to the matters contained in the cause numbered 6th of the amended information in said cause numbered 14, in regard to the execution of the bonds and the execution and recording of the said mortgages, the said Edward S. Brown admits the same to be true.

Ninth. That as to the matters contained in the causes numbered 7th of said amended information, the said Edward S. Brown denies
1024 all and singular the matters and things, charges, allegations, and averments he hath herein above denied.

Tenth. The said Edward S. Brown doth further allege, propound, and say, that Andrew Johnson, President of the United States of America, granted to him, under date of the 16th of Sept., 1865, a full pardon and amnesty, in words and figures to wit:

Andrew Johnson, President of the United States of America, to all to whom these presents shall come, greeting:

Whereas Edward S. Brown, of Powhatan County, Virginia, by taking part in the late rebellion against the Government of the United States, has made himself liable to heavy pains and penalties;

And whereas the circumstances of his case render him a proper object of Execution clemency:

Now therefore be it known that I, Andrew Johnson, President of the United States of America, in consideration of the premises, divers other good and sufficient reasons me thereunto moving, do hereby grant to the said Edward S. Brown a full pardon and amnesty for all
1025 offenses by him committed, arising from participations, direct or implied, in the said rebellion, conditioned as follows:

1st. This pardon to be of no effect until the said Edward S. Brown

shall take the oath prescribed in the proclamation of the President, dated May 29th, 1865.

2nd. To *to* void and of no effect if the said Edward S. Brown shall hereafter at any time acquire any property in slaves, or make any use of slave labor.

3rd. That the said Edward S. Brown first pay all costs which may have accrued in any proceedings instituted or pending against his person or property before the date of the acceptance of this warrant.

4th. That the said Edward S. Brown shall not by virtue of this warrant claim any property, or the proceeds of any property, that has been sold by the order, judgment, or decree of a court under the confiscation laws of the United States.

5th. That the said Edward S. Brown shall notify the Secretary of State in writing that he has received and accepted the foregoing pardon.

1026 In testimony whereof I have hereunto signed my name and caused the seal of the United States to be affixed. Done at the city of Washington this seventeenth day of September, 1865, and of the Independence of the United States the ninetieth.

ANDREW JOHNSON.

By the President:

WILLIAM H. SEWARD,
Secretary of State.

The said pardon, sealed with the seal of the United States of America, was, on the 27th day of Sept., 1865, delivered to the said Edward S. Brown, and by him accepted, with the conditions therein specified, and he then and there notified the Secretary of State in writing that he had received and accepted said pardon; and he further alleges that, on the 28th day of Sept., 1865, he took the oath prescribed in the proclamation of the President, dated May 29th, 1865, which said pardon is now by the said Edward S. Brown here to the court shown.

Eleventh. That all and singular the premises are true.

Wherefore the said respondent prays judgment, and that the proceeds of the several bonds and judgments aforesaid, collected in
1027 said cases, or either of them, by any of the officers of this court, be paid and delivered to this respondent, except enough to pay the legal costs in said case incurred, and that said bonds and judgments be not forfeited.

EDWARD S. BROWN,
Respondent.

L. B. WHEAT,
H. T. GREEN,
Proctors.

UNITED STATES OF AMERICA,
District and State of Kansas, ss:

I, the undersigned, Edward S. Brown, being first duly sworn, do on oath depose and say that the matters, allegations, and averments contained in the above and foregoing answer are true in substance and in fact.

EDWARD S. BROWN.

Subscribed and sworn to before me this 16th day of October, 1865.

A. S. THOMAS,
Clerk of the District Court of the United States for District of Kansas.

Which was all the evidence or affidavit offered on the hearing of said motion, which motion was argued by counsel, and which motion was overruled by the court, and the court refused to open, vacate, and
1028 set aside the said several judgments, orders, and decrees in said motion mentioned, and to let the said Edward S. Brown in to defend said suits.

To the overruling of which said motion, and to the refusal of the court to open, vacate, and set aside the said several judgments, orders, and decrees in said causes, and in said motion mentioned, and to let the said Edward S. Brown in to defend said suits, the said Edward S. Brown, by his said attorneys and proctors, excepts, and now here in open court presents these exceptions in that behalf, and asks that the same be allowed by the court and signed by the judge thereof, and made part of the record in this cause, which is accordingly done in open court this 26th day of April, A. D. 1866.

MARK W. DELAHAY, *Judge.*

(Endorsed:) No. 140, 141. U. S. vs. Bond for $600.00, &c. E. S. Brown. Bill of exceptions No. 2. Filed April 26th, 1866. A. S. Thomas, clerk.

1029 At the said April T., 1866, the following proceedings were had:

SATURDAY, *April* 28, 1866.

THE UNITED STATES OF AMERICA *vs.* A BOND FOR $600 & OTHERS. (THOMAS H. Storts.) } No. 140 & 141. Information.

The sale made in this cause (by virtue of an order of sale issued Dec. 7, 1863) by James L. McDowell, late marshal of the United States for the district of Kansas, of lot No. 11, in block No. 36, in Challis' addition to the city of Atchison, in the county of Atchison and State of Kansas, to Sarah J. Lightfoot, having been heretofore approved and confirmed by the court, it is on motion ordered that Thomas A. Osborn, marshal of this district, and successor in office of James L. McDowell, do make and execute to said Sarah J. Lightfoot a deed for said real estate.

1030 WEDNESDAY, *May* 30, 1866.

THE UNITED STATES OF AMERICA *vs.* A BOND FOR $600 AND OTHER PROPERTY, AS the property of Edward S. Brown. } No. 140 & 141. (Two cases consolidated.)

And now comes the said Edward S. Brown, by L. B. Wheat and Martin and Morton, his attorneys and proctors, and on his motion it is ordered by the court that the said Edward S. Brown, appellant, be, and hereby is, allowed further time, to wit, until the 27th day of November, 1866, to obtain and file the transcript of the record in this cause in the circuit court to which this cause is appealed.

And on the 7th day of July, A. D. 1866, the said Edward S. Brown filed in the office of the clerk of the said court a copy of the writ of error in this cause, (which said writ of error is hereto attached,) and which said copy is endorsed in words and figures as follows, to wit:

1031 "The United States of America vs. A Bond for $600, &c. Copy of a writ of error lodged in pursuance of the statute of the United States in such case made and provided for the above-named United States of America, defendant in error." H. T. Green, L. B. Wheat, attorneys for plaintiff in error. Filed July 7, 1866. A. S. Thomas, clerk.

And afterwards, to wit, on the 10th day of July, A. D. 1866, said Edward S, Brown filed his bond for a writ of error in words and figures as follows:

Circuit court of the United States for the ninth circuit and the district of Kansas.

EDWARD S. BROWN
vs.
UNITED STATES OF AMERICA. } In error.

Know all men by these presents that we, Edward S. Brown, and H. T. Green, and L. B. Wheat, are held and firmly bound unto the United States of America in the sum of five hundred dollars, to be paid
1032 to the said United States of America, to which payment will, and truly to be made, we bind ourselves and each of us, jointly and severally, and one and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this 10 day of July, A. D. 1866.

Whereas the above-named Edward S. Brown hath prosecuted a writ of error to the circuit court of the United States for the ninth circuit and the district of Kansas, to reverse the judgment rendered in a suit wherein the United States of America was plaintiff, and a bond for six hundred dollars and other property, as the property of Edward S. Brown, sought to be confiscated in the district court of United States for the district of Kansas, cases Nos. 141 & 141 therein, as consolidated there, was defendant:

Now, therefore, the condition of this obligation is such, that if the above-named Edward S. Brown shall prosecute his said writ of error to effect, and answer all costs if he shall fail to make good his plea,
1033 then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

EDWARD S. BROWN, [SEAL.]
By H. T. GREEN, *Atty. in fact.*
H. T. GREEN. [SEAL.]
L. B. WHEAT. [SEAL.]

Sealed and delivered in the presence of and approved by me this 10th day of July, A. D. 1866.

MARK W. DELAHAY,
Judge.

(Endorsed:) Edward S. Brown vs. The United States of America. Bond for costs in error. Filed July 10, 1866. A. S. Thomas, clerk.

And afterwards, to wit, on the 11th day of July, A. D. 1866, the said Edward S. Brown, by his attorneys, filed in the office of the clerk of said court his assignment of errors in said cause, which is in words and figures as follows, to wit:

In the circuit court of the United States of America for the district of Kansas.

EDWARD S. BROWN, PLAINTIFF IN ERROR,
vs.
1034 THE UNITED STATES OF AMERICA, DEFENDANT IN ERROR.

} Error from the district court to the circuit court.

And the said Edward S. Brown now comes and says that, in the record and proceedings aforesaid there is manifest error in this, to wit:

1. That the court erred in making and rendering any, each, and every of the several orders, judgments, and decrees therein.

2. That the court erred in rendering said orders, judgments, and decrees without a seizure of the property sought to be confiscated.

3. That the court erred in allowing the amended information to be filed in said causes.

4. That the court erred in proceeding on the said amended information, or either of them, without notice being given of the filing of the same.

1035 5. That the court erred in proceeding to render any order, judgment, or decree without service of process upon the said Edward S. Brown.

6. That the court erred in proceeding to render any judgment of forfeiture of the property mentioned in said causes without any finding of the truth or falsity of the several charges in said information against the said Edward S. Brown or any of them.

7. That the court erred in rendering any, each, and every of the orders, judgments, and decrees aforesaid, without any sufficient or legal notice having been given to or publication against the said Edward S. Brown.

8. That the court erred in rendering any, each, and every of the said orders, judgments, and decrees aforesaid, without any sufficient or legal notice being given of the proceedings in said case.

1036 9. That the court erred in rendering any, each, and every of the said orders, judgments, and decrees in said causes, or either of them, without having acquired jurisdiction over the person of the said Edward S. Brown.

10. That the court erred in rendering any, each, and every of the said orders, judgments, and decrees, without having acquired jurisdiction over the property in said amended informations mentioned, or any thereof.

11. That the court erred in ordering the two causes to be consolidated, and in consolidating the same.

12. That the court erred in decreeing a condemnation and forfeiture of the said bonds, mortgages, credits, and property of the said Edward S. Brown.

13. That the court erred in overruling the motion of Marion Todd to quash the order of seizure in said cause issued by the U. S. attorney.

15. That the court erred in ordering that the report of the U.
1037 S. commissioner made in this cause be confirmed.

16. The court erred in ordering and decreeing that the obligors and mortgagors in the bonds and mortgages named in said cause should pay into court, for the use of the United States, the amounts due on said bonds and mortgages.

17. That the court erred in decreeing that orders of sale of the mortgaged property be issued by the clerk of said court.

18. That the court erred in taking jurisdiction of said cause.

19. That the court erred in overruling the motion and application of said Edward S. Brown for leave to file his petition, claim, and intervention, and refusing to allow him to file the same.

20. That the court erred in refusing to fix an amount in which said Brown should give security on filing said petition, claim, and intervention.

21. The court erred in refusing to open, vacate, and set aside the several judgments, orders, and decrees in said cause, and in over-
1038 ruling the motion of said Edward S. Brown to open, vacate, and set aside the same.

22. That the court erred in refusing to allow the said Edward S. Brown to answer the said amended informations.

23. The said judgments and decrees were given in favor of the said United States of America, whereas, by the laws of the land, they ought to have been given in favor of the said Edward S. Brown. Wherefore the said Edward S. Brown prays that a citation may issue, and that the said judgment be reversed, annulled, and held for nothing, and that he may be restored to all things he has lost by reason thereof.

EDWARD S. BROWN,
By H. T. GREEN AND
L. B. WHEAT,
His Attorneys.

And which assignment of errors is endorsed as follows, to wit: Edward S. Brown vs. The United States of America. Assignment of errors. Filed July 10, 1866. A. S. Thomas, clerk.

1039 At a term of the district court of the United States in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 8th day of April, A. 1867—present, Hon. Mark W. Delahay, judge—on Tuesday, April 9th, A. D. 1867, the following proceedings were had among others, and appear of record in words and figures as follows, to wit:

Order for marshal to make deed.

TUESDAY, *April* 9, 1867.

UNITED STATES OF AMERICA *vs.* A BOND FOR $600 ET AL. (JAMES V. BESSEN.) } No. 140 & 141. Information.

The sale made in this cause by virtue of an order of sale issued January 20, 1864, by James L. McDowell, late marshal of the United States for the district of Kansas, of the east ½ of the west ½ of the southeast ¼ of section 20, town. 7, range 20, and the northeast ¼, of the southeast ¼, of section 20, town. 7, range 20, containing 80 acres, to Rachael A. McNamara, and having been heretofore approved and confirmed by the court:

It is, on motion of A. L. Williams, ordered that Thomas A. Osborn, marshal of the district and successor in office of said James L. McDowell, do make and execute to said Rachael A. McNamara a deed for said real estate.

1040 And on this day, to wit, June 1, 1868, there was filed in the

said district court the mandate from the circuit court of the United States for the district of Kansas, which mandate, with the endorsements thereon, is in the words and figures as follows, to wit:

Mandate.

THE UNITED STATES OF AMERICA,
District of Kansas.

To the district court of the United States in and for the district of Kansas, greeting:

Whereas, in a certain civil action lately pending before you, wherein the United States of America was plaintiff and Edward S. Brown was defendant, a judgment was rendered by you in favor of the said the United States of America, on a transcript of which judgment and record Edward S. Brown prosecuted a petition in error in the circuit court of the United States within and for the district of Kansas; and, whereas, at the May term, A. D. 1868, of said circuit court, on consideration of said petition in error, it was ordered and adjudged by the said circuit court that the judgment and order of said district court, overruling the motion of said Edward S. Brown for leave to file a petition in that court, was reversed: You are therefore commanded that, without delay, you permit the said petition of said Edward S. Brown to be filed
1041 in said cause, and that if upon hearing it shall be found that said Edward S. Brown has been pardoned, and has complied with the conditions thereof, that then, after deducting the legal costs of the proceedings against him up to the time of his offering to file said petition, all the property and money remaining within control of the court under said proceedings be paid to him, and to take such other and further proceedings in the matter as may be in conformity with the opinion of the court filed in this case.

Witness the Hon. Salmon P. Chase, Chief-Justice of the Supreme Court of the United States, at Topeka, this first day of June, A. D. 1868.

A. S. THOMAS,
Clerk U. S. Circuit Court, District of Kansas.

(Endorsed:) No. 140 & 141. Edward S. Brown *vs.* The United States. Mandate. Filed June 1, 1868. A. S. Thomas, clerk.

1042 *Certificate of Wm. H. Seward as to pardon of E. S. Brown.*

UNITED STATES OF AMERICA,
Department of State.

To all to whom these presents shall come, greeting:

I certify that the document hereto annexed is a true copy of the original on file in this Department.

In testimony whereof I, William H. Seward, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the city of Washington this seventeenth day of February, A. D. 1866, and of the Independence of the United States of America the ninetieth.

[SEAL.] WILLIAM H. SEWARD.

WASHINGTON CITY, D. C., 27 *Sept.*, 1865.

Honorable WILLIAM H. SEWARD,
Secretary of State:

SIR: I have the honor to acknowledge the receipt of the President's warrant of pardon, bearing date 16 Sept., 1865, and hereby signify my acceptance of the same with all the conditions therein specified.

I am, sir, your obedient servant,

EDWARD S. BROWN.

Filed Octo. 12, 1868.

A. S. THOMAS, *Clerk.*

1043 *Pardon of E. S. Brown.*

UNITED STATES OF AMERICA,
Department of State:

To all to whom these presents shall come, greeting:

I certify that Edward S. Brown, of the county of Powhatan, State of Virginia, has deposited in this Department his original oath, bearing date the twenty-eighth day of September, 1865, being in the form prescribed by the President's proclamation of May 29th, 1865.

In testimony whereof I, William H. Seward, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed. Done at the city of Washington this twenty-eighth day of September, A. D. 1865, and of the Independence of the United States of America the ninetieth.

[SEAL.] WILLIAM H. SEWARD.

Filed Oct. 12, 1868.

A. S. THOMAS,
Clerk.

1044 *Answer of Edward S. Brown.*

District court of the United States of America, district of Kansas.

To the Hon. Mark W. Delahay, judge of the district court of the United States for the district of Kansas.

The answer of Edward S. Brown, of Powhatan County, State of Virginia, to the amended information, filed by Robert Crozier, esq., atty. for the United States, in said district court on the 29th day of April, 1863, in causes numbered 140 and 141 on the docket of said court.

And now comes the said Edward S. Brown, now and at all times hereafter saveing and reserving to himself all and all manner of benefit or advantage of exceptions, demurrur, or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections in the said amended informations contained, for answer thereto, and to each of them, since the said cases have been consolidated, or to so much thereof respectively as said respondent is advised is material or necessary for him to make answer to, as follows:

First. That the said Edward S. Brown has heard and believes it
1045 to be true that James L. McDowell, as the marshal of the United States for said district, did pretend that he had seized the several bonds and the judgment in the amended informations mentioned, but the said Brown alleges and avers that each of the bonds aforesaid, except that one of C. C. Andrews and of one Jas. V. Beeson in said amended informations mentioned in case No. 141, were all the time during the years 1861,

1862, 1863, 1864, and the first 8 months of the year 1865, without the district of Kansas, and at and within the State Virginia.

The said Edward S. Brown further alleges that the said James L. McDowell did not, nor did any other marshal or officer or person, except the said Edward S. Brown, at any time during the years 1861, 1862, 1863, 1864, or 1865, ever take or have actual possession of any of the bonds aforesaid, except those of Andrews and Beeson aforesaid, and the said Brown denies that the said Jas. L. McDowell ever did at any time hold or possess the said bond of said Beeson, and the said Edward S. Brown further alleges that the President of the United States never caused said bonds, or any of them, to be seized by causing any officer or person to take actual
1046 possession of them or any of them, except as to said bonds of Andrews and Beeson, about which the said Brown does not know.

Second. That as to the matters contained in the causes numbered 1st of said amended informations, the said Edward S. Brown admits that it is true that on the 25th day of Sept., 1862, he was the owner of the bonds, mortgages, judgments, and credits therein respectively mentioned, and that he hath not since then transferred or conveyed away the same, save and except the bond of said Andrews which had been previously paid to one G. H. Fairchild, atty. in fact for said Brown.

Third. That as to the pretended matters contained in the causes numbered 2d of said amended informations, the said Edward S. Brown denies that after the 17th day of July, 1862, he acted as an officer of the army of the rebels in arms against the Government of the United States, as therein alleged.

Fourth. That as to the pretended matters contained in the causes numbered 3rd of said amended information, the said Edward S. Brown denies that after the 17th day of July, 1862, or since the date of
1047 the pretended ordinance of secession of the State of Virginia, he took an oath of allegiance to, or to support, the constitution of the so-called Confederate States of America; and the said Edward S. Brown further denies that he accepted an election as a member of a convention of said State of Virginia since the date of the pretended ordinance of secession of said State, as therein alleged.

Fifth. That as to the pretended matters contained in the causes numbered 4th of said amended informations, the said Edward S. Brown denies that after the 17th day of July, 1862, he did assist and give aid and comfort to the then existing rebellion against the Government of the United States, as therein alleged.

Sixth. That as to the pretended matters contained in the causes numbered 5th of said amended informations, the said Edward S. Brown denies that he was on the 25th day of July, 1862, engaged in armed rebellion against the Government of the United States, or in aiding or abetting such rebellion, as therein alleged.

Seventh. That as to the matters contained in the causes num-
1048 bered 6th of said amended information in said case, numbered 140, in regard to the execution of the bonds and the execution and recording of the mortgages therein mentioned, the said Edward S. Brown admits the same to be true.

Eighth. That as to the matters contained in the cause numbered 6th of the amended information in said case, numbered 141, in regard to the execution of the bonds and the execution and recording of the said mortgages, the said Edward S. Brown admits the same to be true.

Ninth. That as to the matters contained in the causes numbered 7th of said amended information, the said Edward S. Brown denies all and singular the matters and things, charges, allegations, and averments he hath herein above denied.

Tenth. The said Edward S. Brown doth further allege, propound, and say that Andrew Johnson, President of the United States of America, granted to him, under the date of the 16th of Sept., 1865, a full pardon and amnesty in words and figures, to wit:

1049 Andrew Johnson, President of the United States of America, to all whom these presents shall come, greeting:

Whereas Edward S. Brown, of Powhatan County, Virginia, by taking part in the late rebellion against the Government of the United States, has made himself liable to heavy pains and penalties;

And whereas the circumstances of his case render him a proper object of executive clemency:

Now therefore be it known that I, Andrew Johnson, President of the United States of America, in consideration of the premises, divers other good and sufficient reasons me thereunto moving, do hereby grant to the said Edward S. Brown a full pardon and amnesty for all offences by him committed arising from participation, direct or implied, in the said rebellion, conditioned as follows:

1st. This pardon to be of no effect until the said Edward S. Brown shall take the oath prescribed in the proclamation of the President dated May 29th, 1865.

1050 2d. To be void and of no effect if the said Edward S. Brown shall hereinafter at any time a'quire any property in slaves or make use of slave-labor.

3rd. That the said Edward S. Brown first pay all costs which may have accrued in any proceedings instituted or pending against his person or property before the date of the acceptance of this warrant.

4th. That the said Edward S. Brown shall not by virtue of this warrant claim any property, or the proceeds of any property, that has been sold by the order, judgment, or decree of a court under the confiscation laws of the United States.

5th. That the said Edward S. Brown shall notify the Secretary of State, in writing, that he has received and accepted the foregoing pardon.

In testimony whereof I have hereunto signed my name and caused the seal of the United States to be affixed.

Done at the city of Washington this sixteenth day of September, 1865, and of the Independence of the United States the ninetieth.

[L. S.] ANDREW JOHNSON.

1051 By the President:

WILLIAM H. SEWARD,
Secretary of State.

The said pardon, sealed with the seal of the United States of America, was, on the 27th day of Sept., 1865, delivered to the said Edward S. Brown, and by him accepted with the conditions therein specified, and he then and there notified the Secretary of State in writing that he had received and accepted the said pardon. And he further alleges that on the 28th day of Sept., 1865, he took the oath prescribed in the proclamation of the President, dated May 29th, 1865, which said pardon is now by the said Edward S. Brown here to the court shown.

Eleventh. That all and singular the premises are true.

Wherefore, the said respondent prays judgment, and that the proceeds of the several bonds and judgments aforesaid collected in the said cases, or either of them, by any of the officers of this court, be paid

and delivered to this respondent, except enough to pay the legal
1052 costs in said cases incurred, and that said bonds and judgment be not forfeited.

EDWARD S. BROWN,
Respondent.

L. B. WHEAT.
H. T. GREEN,
Proctors.

UNITED STATES OF AMERICA,
District and State of Kansas, ss:

I, the undersigned, Edward S. Brown, being first duly sworn, do on oath depose and say that the matters, allegations, and averments contained in the above and foregoing answer are true in substance and in fact.

EDWARD S. BROWN.

Subscribed and sworn to before me this 16th day of October, 1865.

A. S. THOMAS,
Clerk of the Dist. Court of the United States for District of Kansas.

(Endorsed:) United States vs. A Bond for $600 et al. Answer of E. S. Brown. Filed Oct. 12, 1868. A. S. Thomas, clerk.

1053 At a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 12th day of October, 1868—present, Hon. Mark W. Delahay, judge—the following proceedings were had among others, and appear of record in words & figures as follows, to wit:

MONDAY, *Octo.* 12, 1868.

THE UNITED STATES *vs.* A BOND FOR $600 AND OTHER PROPERTY, as the property of Edward S. Brown.	140 & 141. (Two cases consolidated.)

And now, on this day, comes said Edward S. Brown and presents to the court here a mandate from the circuit court filed herein; and also said Edward S. Brown now presents to the court here the petition mentioned in said mandate, and moves the court for leave now to file the same, which motion is sustained; and said Edward S. Brown now files his the said petition herein in open court, and thereupon the
1054 said petition and the averments therein in relation to said Edward S. Brown having been pardoned and having accepted the conditions of the same, come on for hearing; and thereupon said Edward S. Brown presents to the court here such a pardon as that mentioned in said petition, and the court having heard the evidence, and duly considered the same, finds that said Edward S. Brown has been pardoned as alleged in said petition, and that he has complied with the conditions thereof.

It is thereupon now by the court here considered, ordered, adjudged, and decreed, that all the property and money heretofore had, collected, or received, by any officer or officers of this court, under, in pursuance, or by virtue of the judgments, orders, and decrees, or any of them, in these cases, heretofore made or rendered, be by such officers immediately brought into this court, and that all unpaid legal costs in these cases, or either of them, incurred on or before the 26th day of April, A. D.

1055 1866, be then taken therefrom and paid to the parties entitled thereto; and that all of the property and money aforesaid, except so much thereof as are necessary for the payment of the legal costs incurred in these cases on or before said 26th day of April, 1866, be paid to said Edward S. Brown; and these cases are reserved for such other & further proceedings, judgments, and orders as are, or shall, or may be or become necessary or proper herein.

WEDNESDAY, *October* 14, 1868.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL., AS THE PROPERTY of Ed. S. Brown, (Israel Oliphant.) } 140 & 141.

And now comes George F. Thompson, by Martin, Morton & Burns, his attorneys, and now here produces in open court an order of sale heretofore issued in this proceeding, directing the marshal of the United States for the district of Kansas to appraise, advertise, and sell
1056 the following-described real estate, situate in Atchison County, Kansas, to wit: the west half (½) of the northeast quarter (¼) of section ten, (10,) in township seven (7) south, of range No. nineteen (19) E. 6th p. m., together, the said marshal's return thereto showing that on the 24th day of June, A. D. 1865, said real estate was duly sold to said George F. Thompson; and it further appearing to the court that afterwards, to wit, on the 10th day of October, A. D. 1865, said sale and the marshal's proceedings were duly confirmed by this court; and it further appearing to the satisfaction of the court that Thomas A. Osborn, then United States marshal as aforesaid, failed to make to the purchaser a deed for said real estate, so sold as aforesaid, while he remained such United States marshal; and it further appearing to the satisfaction of the court that since said sale and confirmation the said Thomas A. Osborn has ceased to be such marshal as aforesaid, and that Charles
1057 C. Whiting is now marshal of the United States for the district of Kansas as aforesaid, and that a deed for said has not yet been made; and it further appearing to the court that Edward S. Brown has arranged with George F. Thompson the payment to him of the balance of the debt secured by the mortgage of said land, and now in open court consents to the conveyance of said land to said Thompson:

It is therefore ordered by the court that the present marshal of the United States for the district of Kansas make, execute, and deliver to said George F. Thompson a deed for the said real estate, to wit: the west half (½) of the northeast quarter (¼) of section ten, (10,) in township seven, (7,) south, of range nineteen (19) E. of the 6th p. m., in Kansas, and situate in Atchison County, Kansas.

1058 THURSDAY, *October* 22, 1868.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY, AS THE property of Edward S. Brown. } 140 & 141 consolidated.

And now comes said Edward S. Brown, and suggests to the court that in the cases of Andrew J. Rothwell and Charles Ball, debtors of

Edward S. Brown, who were ordered to pay money into court, no payments have been made; and in the cases of Lawrence Kennedy, D. C. Davis, Washington Hays, Squire Wade, James V. Beesen, and Isaac S. Hascall, payments in part only of the several debts due from them have been made; that the lands mortgaged to secure said several debts remain wholly or in part unsold under former orders of sale in these causes, and moves the court for alias orders of sale to the present marshal of the United States for the district of Kansas to proceed to collect said debts, or such portion thereof as now remain unpaid,
1059 severally, by sale of the mortgaged premises heretofore ordered to be sold as now severally remain unsold, for the satisfaction thereof, and that the marshal pay the same, when collected, to said Edward S. Brown; and it appearing to the court that said debts have not been paid in whole or in part, and that the mortgaged premises to secure the payment thereof have not been sold in whole or in part. It is therefore now by the court here ordered, that alias orders of sale be issued, and that the marshal collect such unpaid debts, or any unpaid portion of said debts, by the sale of the mortgaged premises to secure the payment thereof as have not heretofore been sold, and that he pay the same when collected to said Edward S. Brown.

THURSDAY, *Oct.* 29, 1868.

THE UNITED STATES *vs.* A BOND FOR $600 AND OTHER PROPERTY, AS THE property of Edward S. Brown.	140 & 141 consolidated.

1060 On motion to the court, by L. B. Wheat and H. T. Green, it is ordered that said E. S. Brown have leave to withdraw the motion for a rule to require officers to show cause why an attachment should not be granted against certain officers therein; which motion the said E. S. Brown thereupon, by his attorneys, withdraws.

1061 And on this day, to wit, November 9, 1868, the clerk of said district court issued an order of sale in said entitled cause, which said order of sale, together with the endorsements thereon, is in words and figures following, to wit:

Order of sale.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America, to the marshal of the United States for the district of Kansas, greeting:

Whereas at the April term, A. D. 1863, of the district court of the United States, within and for the district of Kansas, to wit: On the 5th day of June, A. D. 1863, by a decree rendered by the said court, it was ordered, adjudged, and decreed that Lawrence Kennedy and Eliza Kennedy should pay into said court, within five months from and after said date, for the use of the United States of America, the sum of twelve hundred dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit, the northeast quarter of section 12, in township 8, of range 21, in Leavenworth County, Kansas, should be appraised, advert'sed, and sold by the marshal of the district of Kansas as according to the laws of the

1062 State of Kansas regulating sales under execution; and whereas the said period of five months has fully elapsed, and default has been made in the payment of the said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you have the money arrising from the sale of said real estate before the court aforesaid in sixty days from this date, at the city of Topeka, aforesaid, and that you then and there certify how you have executed this writ.

Witness the Hon. Mark W. Delahay, judge of the said court, with the seal of said court affixed, at Topeka, aforesaid, this the 9th day of November, A. D. 1868.

[SEAL.] A. S. THOMAS, *Clerk.*

(Endorsed:) No. 140 & 141. The United States vs. Bond for $600
et al. Ed. S. Brown, Lawrenc' Kenedy. Order of sale No. 378. Issued Nov. 9, 1868. Decree 1,200.00. Int. 5, June, 1863. Costs 2.20,
1063 R. & F. 25. Paid Nov. 28, 1863, $500.00. Apr. 25, 1864, Kennedy paid J. L. McDowell 700.00, and has his receipt for same.

DISTRICT OF KANSAS:

LEAVENWORTH, *December 1st*, 1868.

Executed the within by receiving of the within-named Lawrence Kennedy the sum of sixty & $\frac{37}{100}$ dollars ($60 $\frac{37}{100}$.)

CHAS. C. WHTING,
U. S. Marshal,
By H. MARKSON, *Deputy.*

Fees: (60) miles, 3.60; service, 2.00; com'sion on 60, 1$\frac{1}{4}$ %, 75. Marshal's fees paid, H. Markson, deputy; clerk's fees $2 $\frac{45}{100}$, paid H. Markson, deputy. Filed Dec. 5, 1868. A. S. Thomas, clerk.

1064 And on this day, to wit, April 30, 1869, the clerk of said district court issued an order of sale in said-entitled cause, which said order of sale, together with the endorsements thereon, is in words and figures following, to wit:

Order of sale.

THE UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to the marshal of the United States for the district of Kansas:

Whereas at the April term, A. D. 1863, of the district court of the United States, in and for the district of Kansas, to wit, on the 5th day of June, A. D. 1863, by a decree then rendered by said court, it was ordered, adjudged, and decreed that James V. Beeson should pay into said court within five months after said date, for the use of the United States of America, the sum of five hundred and forty dollars, with legal interest from the date of said decree, and that in default of said payment the following real estate, to wit: the southeast quarter of section twenty, (20,) town. seven, (7,) range twenty, (20,) and the west half of

the southwest quarter of section twelve, (12,) town. seven, (7,) range nine-
teen, (19,) situate in the county of Atchison and State of Kan
1065 sas, as should be appraised, advertised, and sold by the marshal of the United States for the district of the State of Kansas, regulating sales under execution; and whereas the said period of five months has fully elapsed, and default has been made in the payment of said sum of money so decreed to be paid:

These are therefore to command you that you cause the said real estate above described to be appraised, advertised, and sold according to the laws of the State of Kansas regulating sales under execution, and that you bring into court, without delay, the proceeds of said sale, to abide the order of said court.

You will make due return of this order of sale to the court aforesaid within sixty days from the date hereof.

Witness the Hon. Mark W. Delahay, judge of our said court, at Topeka, in said district, this 30th day April, A. D. 1869.

A. S. THOMAS, *Clerk.*

(Endorsed:) No. 140 & 141. The United States vs. A Bond for $600 et al. Edward S. Brown, (James V. Beeson.) Plus order of sale No. 388. Decree $540.00; int. June 5, 1863; costs 91.65. Issued Apr. 30, 1869.

1066 DISTRICT OF KANSAS:

Received the within writ this 17th day of May, 1869, and served the within on the same day by receiving from the within-named James V. Beeson the sum of ninety-one & $\frac{65}{100}$ dollars ($91.65) for court herein, and further sum of five hundred and forty dollars ($540) for principal, and the sum of two hundred and twenty-five dollars ($225.00) for interest to date, and said several sums having this day been paid to me, I herewith return the within writ satisfied in full by payment of the same.

CHAS. C. WHITING, *U. S. Marshal,*
By H. MARKSON, *Deputy.*

Marshal's fees, $6.92.
Received payment,

H. MARKSON, *Deputy.*

Filed May 25, 1869. A. S. Thomas, clerk.

And on this day, to wit, Dec. 14, 1868, there were filed in the office of the clerk of the said district court four copies of appraisement, which said copies of appraisement, together with the endorsements thereon, are in words and figures following, to wit:

Appraisement.

We, John King, Wm. Maris, Benj. Ball, three disinterested
1067 householders, residents of the county of Atchison, State of Kansas, summoned by J. C. Fox, deputy U. S. marshal of said county, to appraise the property hereinafter mentioned, taken in execution on an execution in the hands of said marshal, issued by the clerk of the district court of said State, sitting in and for said district of Kansas for the trial of causes arising under the laws of said State, in a suit wherein plaintiff and defendant, being first duly sworn impartially to appraise said property upon actual view, do truly and impartially appraise the

said property, situated in the said county of Atchison, State of Kansas, to wit: Lots 1 & 2 (one & two) in sec. 10, town. 7 range 19, at the sum of 500.00 dollars. Given under our hands this 3rd day of December, A. D. 1868.

JOHN KING. [SEAL.]
WILLIAM MARIS. [SEAL.]
BENJAMIN BALL. [SEAL.]

I certify that the above is a true copy of the original appraisement.
J. C. FOX, *Deputy U. S. M.*

(Endorsed:) No. 140 & 141. U. S. vs. Bond for $600 et al. Brown, (Chas. Ball.) Copy of app., filed Dec. 14, 1868. A. S. Thomas, clerk.

1068 *Appraisement.*

We, John King, James Mayfield, and A. H. Martin, three disinterested householders, residents of the county of Atchison, State of Kansas, summoned by J. C. Fox of said county to appraise the property hereinafter mentioned, taken in execution on an execution in the hands of said marshal, issued by the clerk of the district court of the U. S., sitting in and for the district of Kansas, for the trial of causes arising under the laws of said State, in a suit wherein plaintiff and defendant, being first duly sworn impartially to appraise the said property upon actual view, do truly and impartially appraise the said property situated in the said county of Atchison, State of Kansas, to wit: Northwest fl. ¼ of section eighteen, township 7, range 20, at the sum of five hundred & fifty dollars.

Given under our hands this 2' day of December, A. D. 1868.

JOHN KING. [SEAL.]
JAMES MAYFIELD. [SEAL.]
ABRAHAM H. MARTIN. [SEAL.]

I hereby certify that the above is a true copy of the original appraisement.

J. C. FOX, *Dept. U. S. M.*

1069 (Endorsed:) No. 140 & 141. United States vs. Bond for $600. (Brown.) Andrew J. Rothwell. Copy of appraisement. Filed Dec. 14, 1868. A. S. Thomas, clerk.

Appraisement.

We, John King, Patrick Grady, and John Leary, three disinterested householders, residents of the county of Atchison, State of Kansas, summoned by J. C. Fox, deputy U. S. marshal of said county, to appraise the property hereinafter mentioned, taken in execution on an execution in the hands of said marshal, issued by the clerk of the district court of the U. S., sitting in and for district of Kansas, for the trial of causes arising under the laws of said State, in a suit wherein plaintiff and defendant, being first duly sworn impartially to appraise the said property upon actual view, do truly and impartially appraise the said property situated in the said county of Atchison, State of Kansas, to wit: SE. ¼ of the SW. ¼ sec. 29, town. 6, range 21, at 700.00; the SW. ¼ of the SW. ¼ of same sec., town., & range at 500.00; the NW. ¼ of the SW. ¼ of
1070 same sec., town., & range at 400.00, and the NE. ¼ of the SW. ¼ of

said sec., town., & range at 400.00, or the whole of said SW. ¼ of sec. 29, town. 6, range 21, at the sum of two thousand dollars.

Given under our hands this 2d day of December, A. D. 1868.

JOHN KING. [SEAL.]
PATRICK GRADY. [SEAL.]
JOHN LEARY. [SEAL.]

I certify that the above is a true copy of the original appraisement.
J. C. FOX, *Dept. U. S. M.*

(Endorsed:) No. 140 & 141. United States vs. Bond for $600 et al. (E. S. Brown.) Wade. Copy of appraisement. Filed Dec. 14, 1868. A. S. Thomas, clerk.

Appraisement.

We, John King, James Mayfield, and A. H. Martin, three disinterested householders, residents of the county of Atchison, State of Kansas, summoned by J. C. Fox of said county, to appraise the property hereinafter mentioned, taken in execution on an execution in the hands of said , issued by the clerk of district court of the U. S., sitting in and for the district of Kansas for the trial of causes arising under
1071 the laws of said State in a suit wherein plaintiff and defendant, being first duly sworn impartially to appraise the said property upon actual view, do truly and impartially appraise the said property situated in the said county of Atchison, State of Kansas, to wit: the SE. ¼ of sec. 7, town. 7, range 20; the NE. 40 acres of said sec. at 250.00; the NW. 40 acres of said sec. at 800.00; the SE. 40 acres of said section at 250.00, and the SW. 40 acres of said sec. at 300.00, or the whole of said SE. ¼, sec. 7, town. 7, range 20, at the sum of sixteen hundred dollars.

Given under our hands this 2' day of December, A. D. 1868.

JOHN KING. [SEAL.]
JAMES MAYFIELD. [SEAL.]
ABRAHAM H. MARTIN. [SEAL.]

I hereby certify that the above is a true copy of the original appraisement.

(Endorsed:) No. 140 & 141. United States vs. Bond for $600 et al E. S. Brown, W. Hays. Copy of appraisement. Filed Dec. 14, 1868. A. S. Thomas, clerk.

1072 *Petition of Edward S. Brown for order on officers of court.*

UNITED STATES OF AMERICA,
District of Kansas:

To the Hon. Mark W. Delahay, judge of the district court of the United States for the district of Kansas:

Your petitioner, Edward S. Brown, respectfully represents that at the commencement of the late civil war in the United States he was a citizen of, and resident in, the State of Virginia, and has so remained to the present time; that at the commencement of said war many citizens of the State of Kansas, about 40 in number, were indebted to your petitioner by as many several bonds, secured by as many several mortgages

on lands lying in the counties of Leavenworth and Atchison, in said State, amounting in the aggregate to about $30,000; that in March, 1863, two suits, numbered 140 and 141, were instituted in said district court under the act of Congress of the 17 July, 1862, to confiscate, as the property of your petitioner, the said debts to the United States. Said suits were consolidated, and, without a jury, court, as in admiralty cases, rendered therein a decree of condemnation, in default of any defence
1073 or appearance by your petitioner, declaring said debts forfeited to the United States, and ordering the several debtors of your petitioner to pay the several amounts due by them, in said decree specified, with interest from the date of said decree, into said court, to the clerk thereof; that, in default of such payment, orders of sale should issue to the marshal of the United States for the district of Kansas, who should proceed to collect the amounts due from the debtors thus in default, with interest thereon and the costs incurred therein by the sale of said mortgaged lands.

Your petitioner is informed, and believes it to be true, that, in pursuance of this decree, John T. Morton, clerk of said court, received from the following debtors the following sums of money, to wit: from William J. Mayfield, $307.00; George M. Blodget, $122.25; Mahlon Oliphant, $641.40; Benjamin Ball, $650.00; Jno. S. Rust, $360.00—total, $2,080.75; that Franklin G. Adams, clerk of said district court, who succeeded said Morton, received from the following debtors the following sums of money, to wit: from Jackson B. Crane, $628.00; Andrew Henson, $622.16;
1074 Lawrence Kenedy, $500.00; Robert L. Merchant, $440.51; William Sparks, $200.00; George F. Challiss, $3,474.74; Daniel C. Davis, $595; Robert W. Hancock, $307.00; Washington Hays, $275.00; Thomas N. Johnson, $334.25; Stephens R. Jones, $493.00; Philip Link, $492.00; J. J. Scott, $342.19; J. L. Thompson, $123.50; Squire Wade, $895.00; Harrison Wider, $133.50—total, $9,856.51; that Clark J. Hanks, clerk of said court, who succeeded said Adams, received from William Sparks, one of said debtors, $1,300.69, and from said Adams or *order* officers of said court, of said moneys collected and received as aforesaid, a large sum, to wit, from $7,000.00 to $8,000.00; the exact amount is to your petitioner unknown. That A. S. Thomas, clerk of said court, who succeeded said Hanks, received from some of the officers of said court, of the moneys collected or received as aforesaid, a large sum, to wit, $; the amount is to your petitioner unknown; that James L. McDowell, United States marshal for the district of Kansas, in pursuance of orders of sale under said decree to him issued, received on account of debts due from the following sums of money, exclusive of the costs, to him by said debtors paid, to wit: from James Basley, $890.63; James M. Caloni, $499.75; Samuel E. Edwards, $511.70; Lawrence Kenedy, $700.00; Marion Todd, $740.00; Daniel C. Davis, $100.00;
1075 John Rothwell, $420.00; John A. Stephens, $143.48; and from the following debtors, the following sums of money, including the costs due from them, to wit: from Isaac Blessing, $376.00; Louis Dein, $374.00; Isaac Hascall, $400.75, and $155.00; Thomas H. Stats, $207.00—altogether, $5,519.21.

That Thomas A. Osborn, United States marshal for the district of Kansas, who succeeded said McDowell, in pursuance of orders of sale under said decree to him issued, received on account of debts due from the following debtors the following sums of money, exclusion of costs, also collected by him from said debtors, to wit: from George Larrison, $204.69; John Rothwell, $342.00; and from the following debtors the following sums of money, including the costs due from them, to wit

from Israel Oliphant, $175.00; D. D. Hendricks, $289.00, and $201.00; Isaac Hascall, $1,025.00; Thomas J. C. Duncan, $90.00. Wallack, sh'ff of Atchison County, in the case of Charles Holbert, about $700.00; exact amount not known to your petitioner; altogether about $3,026.69.

In said suits, consolidated, the court ordered, on the 5 June, 1863, that the banking-house of Clark, Gruber & Co., in the city
1076 of Leavenworth, and State of Kansas, should be, and the same was thereby designated by *a* said court as, the place of deposit for moneys paid into the registry of said court under the 42nd admiralty rule.

John F. Morton, on account of said moneys received by him, deposited in said registry $2,080.80.

Franklin G. Adams, of said moneys received by him, deposited in said registry at one time, $1,953.42; at another, $254.55; together, $2,207.93; and again received of the moneys thus deposited $287.34. Why this amt. was again received by him your petitioner is not informed.

Clark J. Hanks, of said moneys received by him, deposited in said registry at one time, $1,890.15; at another, $2,946.96; at another, $2,755.20; altogether, $7,592.31; and of said moneys thus deposited he again received at one time $1,000.00; at another, $150.00; at another, $50.00; at another, $942.85; at another, $16.85; altogether, $2,159.70. Why this money was again received by him your petitioner is not informed.

A. S. Thomas, of said moneys received by him, deposited in said registry $265.00.

1077 James L. McDowell, of said moneys received by him, deposited in said registry at one time $3,121.80; at another, $467.00; at another, $441.00; altogether, $4,029.80; and of said moneys thus deposited he again received at one time $794.34; at another, $2,946.96; at another, $1,890.15; altogether, $5,631.45. Why this money was again received by him your petitioner is not informed.

Thomas A. Osborn, of said moneys received by him, deposited in said registry $296.40; and of said moneys which had been therein deposited he received at one time $1,895.87; at another, $1,934.61; at another, $265.00; altogether, $4,095.48. Why this money was received by him your petitioner is not informed.

H. M. Moore, who was attorney for William Sparks, one of said debtors, deposited in said registry $255.00 on account of the debt due from said Sparks as aforesaid.

John T. Morton received *received* from said registry at one time $77.09; at another, $10, on account of clerk's fees due to him, as your petitioner is informed, and of which he makes no complaint.

Robert Crozier was United States district attorney for the district of Kansas at the time of the institution of said confiscation suits, and for some time thereafter, and rendered for the Government nearly, if
1078 not quite, all the service necessary to be performed therein by an attorney.

He received of the moneys deposited in said registry as aforesaid, on account of his fees, $1,876.65; of these fees, though to' large, your petitioner does not complain.

James S. Emery, who was United States district attorney for the district of Kansas, who succeeded Robert Crozier, and who, as attorney for the Government in said suits, performed little or no service, received of said moneys deposited in said registry at one time $80, and at another $1,205.67. These moneys together, $1,285.67, are greatly in excess of

any fees to which he was entitled in these cases, and your petitioner is not informed of any other claim which he had therein.

Your petitioner is informed that of said moneys deposited in said registry as aforesaid, the residue was paid out from said registry in amounts varying from $10, or, to $370.00, to various persons not officers of the court and having no legal claim thereto, on some pretence to your petitioner unknown.

After the termination of the war, your petitioner obtained a writ of error to the circuit court of the United States for the district of
1079 Kansas, in which the judgment or decree of condemnation in the district court was reversed, and the cause remanded to the district court for further proceedings.

At the A'il term, 1868, of said district court, on further hearing, it was adjudged that moneys collected and received in said cause by the officers of said court, except the legal costs to which said officers were entitled, should be paid to your petitioner.

Your petitioner further represents that the moneys received by Franklin G. Adams, Clark J. Hanks, A. S. Thomas, James L. McDowell, Thomas A. Osborn, and James S. Emery, greatly exceed the costs to which they are entitled—exceed said costs by many thousand dollars—more than $2,000; but they did not and would not, neither did or would either of them account to and with your petitioner of and concerning said moneys received, or of and concerning said costs, neither did they nor either of them pay to your petitioner said moneys, nor any part thereof, but they and each of them have hitherto wholly refused and still refuse so to do.

Your petitioner refers your hon. to the proceedings in said cause, which is still pending in your honor's court—especially to the
1080 judgment entered at the A'il term, 1868, which judgment remains wholly unsatisfied.

In consideration whereof, your petitioner prays that this his petition be filed in said causes consolidated, that your hon. will make an order refer'ing said causes to a commissioner, to examine the papers and records, to take testimony, to ascertain the moneys collected and received by the several officers of the court, under the decrees and orders therein, and the costs which said several officers are entitled to retain to trace said moneys and ascertain the liabilities therefor of said officers and all others into whose hands said moneys or any portion thereof may have gone; to audit and state an account of the same, and make report thereof to the court; that your hon. will give judgment in favor of your petitioner for the several sums of money to which he is entitled against the several officers and persons liable therefor, and award to him executions thereon; that your honor will order rules to issue against Franklin G. Adams, Clark J. Hanks, A. S. Thomas, James L. McDowell, Thomas A. Osborn, James S. Emery, and any other persons, who, in the progress of these proceedings, may appear to
1081 be liable to your petitioner on account of said moneys, to show causes, if any they can, why the prayer of this petition should not be granted, and that your hon. will grant to your petitioner all other just and proper relief; and, as in duty bound, he will ever pray.

EDWARD S. BROWN.

STATE OF VIRGINIA,
City of Lynchburg, to wit:

I, John T. Murrill, a notary public for said city, in the State aforesaid, do hereby certify that Edward S. Brown, whose name is signed to the

foregoing petition, this day personally appeared before me in said city, and made oath that the statements in said petition are true.

In testimony whereof I do hereunto set my hand and affix my notarial seal this 19th day of October, 1869.

[SEAL.] JOHN T. MURRILL,
Notary Public.

(Endorsed:) In cases No. 140 & 141 consolidated. Petition of Edward S. Brown for order on officers of court. Filed Nov. 10, 1869. A. S. Thomas, clerk.

1082 At a term of the district court of the United States in and for the district of Kansas, begun and held at Topeka in said district, on Monday, the 11th day of April, A. D. 1870—present, Hon. Mark W. Delahay, judge—the following proceedings, among others, were had, and appear of record in words and figures as follows, to wit:

Order for summons to F. G. Adams & others.

TUESDAY, *May* 31, 1870.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL., (E. S. BROWN.) } 140 & 141.

And now this day comes Edward S. Brown, by H. T. Green, his attorney, and the matter of his petition filed herein coming on to be heard, and the court having taken the same under advisement, it is by the court here considered, ordered, and adjudged that a summons issue herein, under the hand of the clerk of this court, and sealed with the seal thereof, directed to Franklin G. Adams, C. J. Hanks, A. S. Thomas, James L. McDowell, & Thomas A. Osborn, and James S. Emery,
1083 requiring them and each of them to appear herein on or before the first day of the next term of this court, and show cause, if any they or either of them have, why a commissioner should not be appointed, as prayed for in the petition of the said Edward S. Brown.

1084 And on this day, to wit, June 4, 1870, Edward S. Brown, by Green and Shannon, his attys., filed in the clerk's office of said district court his motion, which, with the endorsements thereon, is in the words and figures as follows, to wit:

Motion to transfer cause to circuit court.

UNITED STATES OF AMERICA,
District Court of United States, District of Kansas:

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY OF Edward S. Brown. } Causes No. 140 & 141 consolidated.

And now comes the said Edward S. Brown, by his attorneys, Green & Shannon, and moves the court to certify and transfer the above cause to the circuit court of the United States, sitting in and for the district of Kansas, for the following reasons, to wit: that the moneys which have come into the custody of the court in the above case have been (save the legal costs to the officers of the court) disposed of by the orders of the judge of this court, without authority of law, and the legality and validity of said orders are contradicted by the said Edward S.

Brown, and claimed to be unauthorized by law, and that said monies have been misappropriated by said orders, and for other reasons
1085 stated in the affidavit of the said Edward S. Brown, filed with this motion in this case.

GREEN & SHANNON,
Att'r'ys for E. S. Brown.

(Endorsed:) Filed June 4, 1870. A. S. Thomas, clerk.

And on the same day, to wit, June 4, 1870, the affidavit of Edward S. Brown was filed, which affidavit is in the words and figures following, to wit:

Affidavit of E. S. Brown.

In the district court of the United States for the district of Kansas.

THE UNITED STATES OF AMERICA *vs.* A BOND FOR $600 AND OTHER PROPERTY, AS the property of Edward S. Brown.	No. 140 & 141 consolidated.

The affidavit of Edward S. Brown in the above-entitled causes, on his application for an order to be entered removing said causes from said district court to the circuit court of the United States for the district of Kansas.

Said affiant, being duly sworn, deposeth as follows:

That from an examination of the records and the papers on file in said causes, and from other sources, he is informed and believes it to
1086 be true that the debtors of said Edward S. Brown, under decrees in said causes, paid to the clerks and marshals of said district court a large sum of money, to wit, $21,006.48, which came into the custody of said court and its officers for the use of the United States, under the decree of condemnation which declared the same forfeited to the United States, and for the use of Edward S. Brown, under the decree or judgment subsequently rendered therein, which entitled him to a restoration thereof, except the legal costs of said officers; that of these moneys a large part, to wit, $16,727.28, was paid into the banking-house of Clark, Gruber & Co., in the city of Leavenworth, in the State of Kansas, which, by order of the said court, entered of record under date of the 6th July, 1863, had been designated by the court as the place of deposit for moneys paid into the registry of said court under the 42 admiralty rule.

That this affiant has searched for, but he cannot find, and he charges that there does not exist, any order of the judge of said district court in term or vacation entered and certified of record by the clerk of said court for said moneys, or any part thereof, to be paid into the Treasury of
1087 the United States, nor out of said registry, nor out of said court; and he is informed, and believes it to be true, that none of said moneys has been paid into the Treasury of the United States. But he is further informed and believes, and charges it to be true, that all of said moneys paid into said registry have been drawn therefrom on drafts of the Hon. Mark W. Delahay, judge of said district court; two of said drafts paid on the same day, to wit, the 27th May, 1864, one for $250.00, the other for $200.00, together $450.00, were payable to bearer, but who the bearer was, or what pretended claim, if any, he had on said moneys, this affiant is not informed. A large portion of said moneys, to wit, $853.90, was paid on other drafts of said judge in various am'ts and to various persons, whose names appear on the books of said banking-

house, who had no right to the care, control, or custody of said moneys, and no claim thereon, either real or pretended, of which this affiant ever heard. On other drafts of said judge there was paid of said moneys to James L. McDowell, late marshal, $4,095.48; to Clark J. Hanks, late clerk, $2,159.70; that these officers had no claim on said moneys, except the legal costs to which they had become entitled for services in
1088 said causes, which costs would have amounted to only a small portion of said moneys thus received, and less than other moneys received by said officers in said causes, not paid by them into said registry.

This affiant charges that said moneys which had come into the custody of the court have been, save the legal costs to the officers of the court, by the Hon. Mark W. Delahay, judge of said district court, disposed of without authority of law and in violation of law; that said moneys have been misappropriated; that the Hon. Mark W. Delahay, judge of said district court, is personally responsible therefor; that he is concerned in interest in said suit; and this affiant asks that, in pursuance of the act of Congress in such case made and provided, that these causes be removed to the circuit court of the United States for the district of Kansas for further proceedings to be had therein.

EDWARD S. BROWN.

1089 UNITED STATES OF AMERICA,
District of Columbia, to wit:

I, Edmund F. Brown, United States commissioner for the District of Columbia, do hereby certify that on this twelfth day of May, A. D. eighteen hundred and seventy, the above-named Edward S. Brown personally appeared before me, at my office, in the city of Washington, and subscribed the foregoing affidavit in my presence, and made oath before me according to law that the statements therein contained are true, to the best of his knowledge and belief.

In testimony whereof I hereunto subscribed my name and affixed my official seal.

[SEAL.]

EDM. F. BROWN,
United States Commissioner for the District of Columbia.

(Endorsed:) No. 140 & 141. United States vs. A Bond of $600 and other property of E. S. Brown. Cases 140 & 141 consolidated. Affidavit of E. S. Brown to transfer this caus' to circuit court. Filed June 4, 1870. A. S. Thomas, clerk.

1090 And on this day, to wit, the 10th day *day* of September, A. D. 1870, there issued a writ of summons from the clerk's office of said district court in the above cause, which writ of summons, with the marshal's return thereon, is in the words and figures following, to wit:

Summons.

District court of the United States of America, district of Kansas, *ss.*

THE UNITED STATES *vs.* A BOND FOR $600 AND OTHER PROPERTY OF E. S. Brown.	140 & 141. Information.

The United States of America to Franklin G. Adams, C. J. Hanks, A. S. Thomas, James L. McDowell, Thomas A. Osborn, and James S. Emery:

You and each of you are hereby commanded and required to appear herein on or before the first day of the next term of the district court of

the United States of America for the district of Kansas, to be held before the judge of said court, at Topeka, in said district, on the 10th day of October, A. D. 1870, to show cause, if any you or either of you
1091 have, why a commissioner should not be appointed, as prayed for in the petition of Edward S. Brown filed herein, to examine the papers and records, to take testimony, to ascertain the moneys collected and received by the several officers of the court under the decrees and orders therein, and the costs which you severally as officers are entitled to retain; to trace said moneys, and ascertain the liabilities therefor of you, the said officers, and all others into whose hands said moneys, or any portion thereof, may have gone; to audit and state an account of the same, and make report thereof to the court.

Witness the Hon. Mark M. Delahay, judge of said court, at Topeka, in said district, this 10th day of September, A. D. 1870.

[SEAL.] A. S. THOMAS, *Clerk.*

I hereby accept and acknowledge service of the above.
Sept. 10, 1870.

A. S. THOMAS.

1092 (Endorsed:) No. 140 & 141. The United States vs. Bond for $600 et al. Summons to F. G. Adams et al.

Received the within writ Sept. 12, 1870. I hereby certify and return that I served the within writ on the within-named defts. as follows: On Thos. A. Osborn on Monday, the 19th day of Sept., by handing him a certified copy; on C. J. Hanks & J. L. McDowell on same day, by leaving certified copy at their respective residences; on F. G. Adams same day, by handing him certified copy by my deputy, M. Marcus; and on James S. Emery Sept. 21, by certified copy per C. H. Miller, dept.

D. W. HOUSTON,
U. S. Marshal.

Fees: Service, 12.00; travel, 180 miles, 10.80—22.80. Filed Sept. 22' 1870. A. S. Thomas, clerk.

And on this day, to wit, Franklin G. Adams filed and entered his appearance in the above case, which, with the endorsements thereon, is in the words and figures following, to wit:

Appearance of F. G. Adams.

1093 District court of the United States of America and district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600, AND OTHER PROPERTY OF
Edward S. Brown.

Franklin G. Adams, one of the defendants in the above cause, comes and says that he makes no objection to the appointment of a commissioner, as prayed for in the petition of Edward S. Brown, to examine the papers and records, to take testimony to ascertain the monies collected and received by him, &c., &c., and make report thereof to the court.

FRANKLIN G. ADAMS.

To Oct. term, 1870.

(Endorsed:) 140 & 141. The United States vs. A Bond of $600.00 et al. Appearance of F. G. Adams. Filed Oct. 18, 1870. A. S. Thomas, clerk.

And on this day, to wit, Oct. 24, 1870, the said James L. McDowell, by Pendry & Brewer, his attorneys, filed in the clerk's office of said district court his answer to the petition of Edward S. Brown, which
1094 answer, with the endorsements thereon, is in the words and figures as follows, to wit:

Answer of James L. McDowell to petition of Ed. S. Brown.

UNITED STATES OF AMERICA,
District of Kansas:

District court.

THE UNITED STATES
vs.
A BOND FOR $600 & OTHER PROPERTY OF EDward S. Brown.

Now comes James L. McDowell, & for answer to the petition filed herein by Edward S. Brown and the order to show cause entered of record at the spring term, 1870, of this court, respectfully showeth & says that no relief ought to be granted to said petitioner as against him & no commissioner appointed as prayed for, for the following reasons, to wit:

1st. This defendant resigned the position of United States marshal in April, 1864, which resignation was during the same month accepted, and this defendant has not since that time ever acted as United
1095 States marshal, or discharged the duties of such office, or received any moneys from any source as such officer, and that the petition of said Edward S. Brown was not filed against this defendant until more than five years had elapsed from & after such resignation, & from & after the alleged wrong-doings of this defendant.

2d. This defendant avers that he, at the time of such resignation as marshal, *he* paid over all moneys in his hands as such marshal, over & above his legal fees, to his successor in office and to the several parties entitled thereto; and that he now has & has had since such resignation no money belonging to said petitioner.

3. This defendant avers that for any of the alleged wrongs & injuries complained of against this defendant said petitioner has at all times had an ample & complete remedy by action at law against this de-
1096 fendant & his bondsmen, & therefore he ought not to be allowed to prosecute any such proceeding as he is now herein.

4. And this defendant further avers that none of the facts & allegations set forth in said petition justify & sustain any such extraordinary proceeding as said petitioner is here pursuing, & that therefore this petition should be dismissed at the cost of said petitioner.

Wherefore this defendant prays that said petition may be dismissed as to him at the costs of said petitioner, & that he be discharged from further attendance upon this court in this matter.

J. L. McDOWELL,
By PENDERY & BREWER,
His Attys.

the United States of America for the district of Kansas, to be held before the judge of said court, at Topeka, in said district, on the 10th day of October, A. D. 1870, to show cause, if any you or either of you
1091 have, why a commissioner should not be appointed, as prayed for in the petition of Edward S. Brown filed herein, to examine the papers and records, to take testimony, to ascertain the moneys collected and received by the several officers of the court under the decrees and orders therein, and the costs which you severally as officers are entitled to retain; to trace said moneys, and ascertain the liabilities therefor of you, the said officers, and all others into whose hands said moneys, or any portion thereof, may have gone; to audit and state an account of the same, and make report thereof to the court.

Witness the Hon. Mark M. Delahay, judge of said court, at Topeka, in said district, this 10th day of September, A. D. 1870.

[SEAL.] A. S. THOMAS, *Clerk.*

I hereby accept and acknowledge service of the above.
Sept. 10, 1870.

A. S. THOMAS.

1092 (Endorsed:) No. 140 & 141. The United States vs. Bond for $600 et al. Summons to F. G. Adams et al.

Received the within writ Sept. 12, 1870. I hereby certify and return that I served the within writ on the within-named defts. as follows: On Thos. A. Osborn on Monday, the 19th day of Sept., by handing him a certified copy; on C. J. Hanks & J. L. McDowell on same day, by leaving certified copy at their respective residences; on F. G. Adams same day, by handing him certified copy by my deputy, M. Marcus; and on James S. Emery Sept. 21, by certified copy per C. H. Miller, dept.

D. W. HOUSTON,
U. S. Marshal.

Fees: Service, 12.00; travel, 180 miles, 10.80—22.80. Filed Sept. 22' 1870. A. S. Thomas, clerk.

And on this day, to wit, Franklin G. Adams filed and entered his appearance in the above case, which, with the endorsements thereon, is in the words and figures following, to wit:

Appearance of F. G. Adams.

1093 District court of the United States of America and district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600, AND OTHER PROPERTY OF
Edward S. Brown.

Franklin G. Adams, one of the defendants in the above cause, comes and says that he makes no objection to the appointment of a commissioner, as prayed for in the petition of Edward S. Brown, to examine the papers and records, to take testimony to ascertain the monies collected and received by him, &c., &c., and make report thereof to the court.

FRANKLIN G. ADAMS.

To Oct. term, 1870.

(Endorsed:) 140 & 141. The United States vs. A Bond of $600.00 et al. Appearance of F. G. Adams. Filed Oct. 18, 1870. A. S. Thomas, clerk.

And on this day, to wit, Oct. 24, 1870, the said James L. McDowell, by Pendry & Brewer, his attorneys, filed in the clerk's office of said district court his answer to the petition of Edward S. Brown, which
1094 answer, with the endorsements thereon, is in the words and figures as follows, to wit:

Answer of James L. McDowell to petition of Ed. S. Brown.

UNITED STATES OF AMERICA,
District of Kansas:

District court.

THE UNITED STATES
vs.
A BOND FOR $600 & OTHER PROPERTY OF EDWARD S. BROWN.

Now comes James L. McDowell, & for answer to the petition filed herein by Edward S. Brown and the order to show cause entered of record at the spring term, 1870, of this court, respectfully showeth & says that no relief ought to be granted to said petitioner as against him & no commissioner appointed as prayed for, for the following reasons, to wit:

1st. This defendant resigned the position of United States marshal in April, 1864, which resignation was during the same month accepted, and this defendant has not since that time ever acted as United
1095 States marshal, or discharged the duties of such office, or received any moneys from any source as such officer, and that the petition of said Edward S. Brown was not filed against this defendant until more than five years had elapsed from & after such resignation, & from & after the alleged wrong-doings of this defendant.

2d. This defendant avers that he, at the time of such resignation as marshal, *he* paid over all moneys in his hands as such marshal, over & above his legal fees, to his successor in office and to the several parties entitled thereto; and that he now has & has had since such resignation no money belonging to said petitioner.

3. This defendant avers that for any of the alleged wrongs & injuries complained of against this defendant said petitioner has at all times had an ample & complete remedy by action at law against this de-
1096 fendant & his bondsmen, & therefore he ought not to be allowed to prosecute any such proceeding as he is now herein.

4. And this defendant further avers that none of the facts & allegations set forth in said petition justify & sustain any such extraordinary proceeding as said petitioner is here pursuing, & that therefore this petition should be dismissed at the cost of said petitioner.

Wherefore this defendant prays that said petition may be dismissed as to him at the costs of said petitioner, & that he be discharged from further attendance upon this court in this matter.

J. L. McDOWELL,
By PENDERY & BREWER,
His Attys.

(Endorsed:) No. 140 & 141. U. S. vs. A Bond for $600, &c. Ans. of J. L. McDowell to petition of E. S. Brown. Filed Oct. 24, 1870. A. S. Thomas, clerk. P. & B., att'y.

1097 At a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 10th day of October, A. D. 1870—present, Hon. Mark W. Delahay, judge—the following proceedings, among others, were had and appear of record in words and figures as follows, to wit:

Order transfe'ing cases to circ't c'urt.

MONDAY, *Oct.* 24, 1870

THE UNITED STATES *vs.* A BOND FOR $600 ET AL., (EDWARD S. Brown.) } 140, 141.

This day comes Edward S. Brown, by his attorney, and the court having considered his motion, made at the last term of this court, for the removal of this cause to the circuit court of the United States for the district of Kansas, and his affidavit then filed, and having heard the argument of counsel, doth sustain said motion, and doth cause the fact to be entered on the records of this court that the judge of
1098 this court is so related to and concerned with the late officers of this court, against whom proceedings are now sought, as to render it improper, in his opinion, to sit in the further hearing of this cause; and the court doth further order that an authenticated copy of this order, with the proceedings in this cause, be forthwith certified to the next circuit court for the district of Kansas.

1099 UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the district court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of all the proceedings had in said district court in the case of the United States vs. A Bond for $600 et al., Nos. 140 and 141, in said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office in Topeka, in said district of Kansas, this 6th day of October, A. D. 1873.

[SEAL.] A. S. THOMAS, *Clerk.*

1100 At a term of the circuit court of the United States of America in and for the district of Kansas, begun and held at the city of Topeka, in said district, on Monday, the 28th day of November, A. D. 1870:

Present, Hon. John F. Dillon, judge; Hon. Mark W. Delahay, judge.

MO*non*DAY, *November* 28, 1870.

THE UNITED STATES *vs.* A BOND FOR $600 ET AL., (EDWARD S. Brown. } 305.

It is ordered by the court, on motion of Shannon & Green, attorneys for Edward S. Brown, that this case be continued to the next
1101 term of this court.

At a term of the circuit court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 22d day of May, A. D. 1871—present, Hon. Samuel F. Miller and Hon. John F. Dillon, judges—the following proceedings, among others, were had, and appear of record in words and figures as follows, to wit:

MONDAY, *May* 31, 1871.

The petition of Edward S. Brown, filed the 10th Nov., 1869, in the confiscation cases No. 140 and 141.

Order appointing E. Stillings commissioner.

The United States against A Bond for $600 and other bonds, as the property of Edward S. Brown, came on this day to be heard and was argued by counsel.

On consideration whereof the court doth adjudge, order, and decree that Edward Stillings be, and he hereby is, appointed a special commissioner, and that he do take an account of the moneys collected and received by each and every one of the officers of the court, under or in pursuance of the judgments, orders, or decrees in said cases, and
1102 the legal fees to which of said officers may be entitled; that he ascertain how much of the moneys thus collected and received was paid into the banking-house of Clark, Gruber & Co.; how much of said moneys, if any, remains in said banking-house; how much, if any, was paid out from said banking-house; to whom, and on what account, and by what right or authority said moneys, if any, were thus paid out; that he examine the records and files in said cases; that he examine on oath said officers, or any of them, or any other person or persons, in regard to the collecting, receiving, or disposing of said moneys; that he be, and hereby is, authorized to require the attendance before him of said officers, or any of them, and of any other person or persons, for examination and the production of any books or papers having any connection with or relation to the collecting, receiving, or disposing of said moneys by said officers, or any of them, or any other person or persons; and that said commissioner do make full and explicit report thereof to this court, with special statement of any other matters
1103 deemed pertinent by himself or required to be stated by the petitioner or any officer of said court, or any other person connected with or interested in said moneys.

Order that commissioner have leave to withdraw files.

THURSDAY, *June* 1*st*, 1871.

UNITED STATES
vs.
A BOND FOR $600 & OTHER BONDS, AS the property of Edward S. Brown. } 140, 141, consolidated.

It is ordered by the court that Edward Stillings, who has been appointed special commissioner to take an account in these cases, have leave to withdraw from the office the records and files which he may find necessary to the proper discharge of his duties, giving to the clerk his receipt *in*numerating the same.

1104 STILLINGS—A.

At a term of the circuit court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 22nd day of May, A. D. 1871, there were present

the Hon. Samuel F. Miller & Hon. Jno. F. Dillon, judges of said court; at which term of said court, on Wednesday, the 31st day of May, A. D. 1871, among other proceedings, the following were had, and appear of record, in words and figures following, to wit:

WEDNESDAY, *May* 31, 1871.

The petition of Edward S. Brown, filed the 10th of Nov., 1869, in the confiscation cases No. 140 and 141:

The United States against A Bond for $600 and other bonds, as the property of Edward S. Brown, came on this day to be heard, and was argued by counsel. On consideration whereof the court doth adjudge, order, and decree that Edward Stillings be, and he is hereby, appointed a special commissioner, and that he do take an account of the moneys collected and received by each and every one of the officers of the court, under or in pursuance of the judgments, orders, or decrees in said cases, and the legal fees to which each of said officers may be entitled; that he ascertain how much of the moneys thus collected and re-
1105 ceived was paid into the banking-house of Clark, Gruber & Co.; how much of said moneys, if any, remained in said banking-house; how much, if any, was paid out from said banking-house; to whom, and on what account, and by what right or authority said moneys, if any, were thus paid out; that he examine the records and files in said cases; that he examine on oath said officers, or any of them, or any other person or persons, in regard to the collecting, receiving, or disposing of said moneys; that he be, and hereby is, authorized to require the attendance before him of said officers, or any of them, and of any other person or persons, for examination and the production of any books or papers having any connection with or relation to the collecting, receiving, or disposing of said moneys by said officers, or any of them, or any other person or persons; and that said commissioner do make a full and explicit report thereof to this court, with special statement of any matters deemed pertinent by himself or required to be stated by the petitioner or any officer of said court, or any other person or persons connected with or interested in said moneys.

1106 UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the circuit court of the United States for the district of Kansas, do hereby certify the above and foregoing to be a full, true, and perfect copy, from the records of the proceedings of said court, of the appointment of Edward Stillings as commissioner.

In testimony whereof I hereunto set my hand and affix the seal of said court, at my office in Topeka, this 5th day of June, A. D. 1871.

A. S. THOMAS, *Clerk.*

[5-cent U. S. int. rev. stamp—agreement. June 5, 1871. A. S. T.)

UNITED STATES OF AMERICA,
District of Kansas, ss:

This day Edward Stillings, who is appointed special commissioner in the foregoing order of the circuit court of the United States for the district of Kansas, personally appeared before me, in the city of Leavenworth, State of Kansas, and made oath that he would to the best of his skill and ability discharge the duties in said order enjoined on him.

June 8, 1871.

W. S. VAN DOREN,
Notary Public, Leavenworth County, State of Kansas.

1107 STATE OF KANSAS,
City of Leavenworth :

OFFICE OF E. STILLINGS, *July*, 1871.

To the circuit court of the United States for the district of Kansas:

The undersigned, special commissioner, to whom was referred the matters mentioned in the order of the court entered of record the 31st day of May, 1871, in the case of the United States vs. A Bond for $600.00 and other bonds, as the property of Edward S. Brown, No. 140 & 141 consolidated, begs leave to report, that he proceeded to appoint Tuesday, the 8th day of June, 1871, at his office in the city of Leavenworth, to make the investigation and take the accounts required by said order. Of this he gave notice to the officers of the court and persons concerned, and requested their attendance. In compliance with this request Franklin G. Adams, A. L. Williams, and Robert Crozier appeared
1108 before your commissioner. Others failing to appear, your commissioner, at the request of Edward S. S. Brown, issued subpœnas and compelled the attendance of Mark W. Delahay, Thomas A. Osborn, James L. McDowell, Clark J. Hanks, and E. C. K. Garvey, all of whom, together with A. S. Thomas, A. M. Clark, and Milton E. Clark, were severally examined on oath. He also examined David A. Comstock, formerly book-keeper for E. H. Gruber & Co., and Lyman Scott, formerly teller for Scott, Kerr & Co., and Elisha Diefendorf. Their examination was reduced to writing before the commissioner, and is now, with the exhibits therein referred to, returned with this report.

Your commissioner also procured from the clerk of the district court for the district of Kansas the record and papers on file of the various confiscation cases in said court. These have all been carefully examined. The examination of all the confiscation cases was rendered necessary in consequence of mixing the moneys arising from the
1109 various cases in a common fund, (this was done after Judge Delahay, who succeeded Judge Williams, came into office,) and also in consequence of the claim that these moneys were all absorbed by applying them indiscriminately to the payment of fees.

Your commissioner has, in the account-stated, distinguished the moneys in No. 140 & 141 from moneys in other cases as far as was practicable.

Your commissioner ascertained, and now reports the following facts:

In No. 140 and 141 the debtors against whom decrees were rendered were each allowed until the 5th day of December, 1863, (6 months from date of the decree rendered the 5th of May, 1863, and five months in the decree rendered the 5th of June, 1863,) to pay the money decreed against them into court, to the clerk of the said district court, and in default thereof then that orders of sale should be issued to the marshal, who should proceed thereon as on executions from the State courts to the sheriffs under the laws of the State of Kansas.

In these suits no authority is given to the marshal to pay the
1110 money by them received to the clerk of the court; there is no order of the court for any payment of the moneys received by the marshal, and no order for the payment of the moneys received by the clerk, except the order of the 28th of November, 1863, directing Franklin G. Adams, their clerk, to pay certain amounts therein mentioned to the officers named, on account of their fees, in all of the confiscation cases. A copy of said order is herewith returned to the court, and to which further reference will be made.

On the 6th day of July, 1863, there was an order of the court desig-

nating the banking-house of Clark, Gruber & Co. as the place of deposit for moneys paid into the registry of the court under the 42d admiralty rule. A copy of this order is herewith returned to the court.

There were orders of the court prescribing the rate of fees to be charged by the several officers of the court:

For the clerks, the 11th of May, 1863, book A, page 478 of the records;

1111 For the marshal, the 8th day of June, 1863, book A, page 529 of the records;

For commissioners, the 13th day of June, 1863, book A, page 548 of the records;

Again for the marshals, the 23d day of May, 1864, book B, page 61 of the records.

Copies of the scale of fees prescribed in these several orders, as originally entered on the records, as far as the original entrys can be ascertained, are herewith returned. The scale for commissioners' fees stands now as originally recorded, but the record in the case of clerk's fees, and each of the records in the case of marshal's fees, have been mutilated and changed, by scratching and erasing the figures in the original records and substituting other figures of higher denomination. By whom this mutilation was made was not shown. In some cases the original figures were ascertained from the context.

1112 In the second scale, for marshals, the amount of the fee in the first item could not be discovered beyond the 00, as given in the copy.

In taxing the fees, the scale in force at the time of the service was followed; the amount in the first scale being given instead of the 00 for services mentioned in the 1st item rendered after the adoption of the second scale.

A list of the fees to Marshal Osborn in the several cases will be found attached to his examination, and a list of the fees to Marshal McDowell attached to his examination.

Your commissioner returns herewith, and reports to the court, the following accounts:

1st. An account showing the moneys collected by the several officers of the court in cases No. 140 & 141, aggregating $\$20{,}998\frac{43}{100}$, and the fees of each of the officers of the court in said cases, aggregating $\$4{,}490\frac{16}{100}$; deducting said fees leaves a balance of $\$16{,}508\frac{27}{100}$ due to Edward S. Brown.

1113 2nd. An account of moneys collected by the marshals in cases other than 140 and 141, and the marshal's fees in said cases, showing the aggregate receipts of money in said cases by James L. McDowell to be $3,659.06, and the aggregate of his fees said cases to be $2,240.39, leaving a balance in his hands of $1,418.67; and the aggregate receipts of money in said cases by Thomas A. Osborn to be $7,897.94, and the aggregate of his fees in said cases to be $4,170.39, leaving a balance in his hands of $3,727.55.

3rd. An account showing the aggregate collection in all cases other than 140 and 141, and the fees to which each officer of the court is entitled in said cases, from which it will be seen that there was an excess in said collections over all the fees to all the officers of the court in said cases.

4th. An account from the books of the banking-house of Clark, Gruber & Co., kept in the name of the district court U. S., dist. of Kansas, showing the moneys in confiscation cases deposited in and drawn from said banking-house. This account was furnished by A. M. Clark,

1114 a member of the firm of Clark, Gruber & Co. and Clark & Co (See his testimony.)

5. An account of each officer of the court, showing the moneys in cases No. 140 & 141 which came to his hands, and his fees in said cases, whether the moneys by him received were collected from the debtors mentioned in said cases, deposited in or drawn from the registry, and distinguishing of said moneys those which certainly arose in cases No. 140 & 141 from those which arose from a common fund in which moneys in No. 140 & 141 were mixed with moneys in other cases. From this account the court will see the balance in the hands of each officer.

In tracing the moneys your commissioner endeavored, as far as practicable, to show the several liabilities of each officer for moneys in cases No. 140 & 141 now in his hands beyond the fees to which he is entitled.

In some instances the liability for the same money seems to rest on different persons.

Of this character is the sum of $932.20, at the close of the 5th
1115 account, composed of various items:

The first item is 195\frac{30}{100}$, which is interest on confiscation moneys while on deposit in the banking-house of Clark, Gruber & Co., and their successors, Clark & Co. This money was paid to Mark W. Delahay personally.

The next items, 250\frac{00}{100}$ and $200.00, appear from the books of the bank to have been paid to bearer on checks in which no payer was named. These checks or drafts are not produced. A. M. Clark testifies that all payments were made on checks or drafts of M. W. Delahay; and both he and M. W. Delahay say in their examination they do not know who the bearer was.

M. W. Delahay states that he knows of no claim which the persons had on this fund named in the account of the banking-house drawing small sums of money, viz, Joshua Knowles, William Campbell, G. W. Dailey, A. L. Fitzgerald, F. W. Dwight, W. W. Rose, W. R. Wells, H. Norton. J. F. Bliss, John B. Billings, A. F. Whiting, H. Young,
1116 J. G. Bunker, E. G. Moore, A. D. Graham, W. C. Crawford, E. King, A. H. Slayton, D. W. Johnson, Daniel Handley, O. Sale, H. S. Howe, Wm. B. Kipp, B. Jewell, and D. Anderson, nor any reason for any payment to them. These amounts aggregate 286\frac{90}{100}$. These moneys, the three items last above named, were drawn on checks signed by M. W. Delahay as judge in favor of persons having no right to nor interest in them.

The question as to the liability of parties to these transactions is submitted to the court.

The court will perceive from the bank accounts and extracts copied from the journals of the banks accompanying Milton E. Clark's examination and David A. Comstock's examination, that of the $1,000.00 and $150.00 drawn by C. J. Hanks from the confiscation funds on the 12th of August, 1864, M. W. Delahay simultaneously received from him $500.00, which was placed to his individual credit with Clark & Co.; that of the 992\frac{85}{100}$ *dollars*, drawn by C. J. Hanks from the confiscation
1117 funds on the 29th of August, 1864, he simultaneously deposited to the individual credit of M. W. Delahay $500 in the bank of E. H. Gruber & Co.; that simultaneously with check of Thomas A. Osborn for $1,895$\frac{82}{100}$, on the confiscation funds in the bank of Clark & Co., the 26th of August, 1864, he passed three hundred and twenty-five dollars to the individual credit of M. W. Delahay in the bank of E. H. Gruber & Co.; that simultaneously with the check of J. L. McDowell, written in the bank account of J. L. McDowell, on the confiscation funds,

for $794.34, he passed to the individual credit of M. W. Delahay, in the same bank, $300.00 and 136\frac{65}{100}$.

How far said M. W. Delahay is personally liable for these moneys your commissioner leaves to the court.

There is a draft on Clark & Co., for $1,890$\frac{13}{100}$, in favor of James L. McDowell, United States marshal, to be paid out of funds of the United States district court in said bank, expressed on its face to be for
1118 expenses of the April term of the United States district court, dated the 6th day of August, 1864, referred to in the examination of Mark W. Delahay and James L. McDowell. Mark W. Delahay says in his examination this amount from confiscation funds was a loan to James L. McDowell to pay the general expenses of the spring term of the district court, and was to be returned by said McDowell.

The commissioner finds from the evidence, including the bank account, and the fact that Mr. McDowell paid the same amount of money to C. J. Hanks, that said McDowell used it for his own purposes and not for the expenses of the court.

A copy of this check is attached to James L. McDowell's examination. He was requested to leave the original check, with some other papers referred to by him, with the commissioner, to be returned with his report to the court.

To this McDowell objected.

1119 James L. McDowell holds another check, dated the 6th of August, 1864, for $2,946$\frac{96}{100}$, purporting to be on account of fees to him.

This was drawn from the bank, from the confiscation funds, on that day, and on the same day the like amount was deposited in the bank by C. J. Hanks.

On the 10th of August, 1864, the bank account of James L. McDowell shows a payment to C. J. Hanks of $2,755.20; and on the same day the bank account with the district court shows the payment of the like sum to the credit of the court by C. J. Hanks.

For the sum of these three amounts, to wit, $7,592.$\frac{31}{100}$, James L. McDowell holds a receipt given by C. J. Hanks, as clerk of the district court, on the 6th of August, 1864.

Your commissioner finds that the deposits in the banking-house of Clark, Gruber & Co., prior to and inclusive of the 17th of Feby., 1864, to wit, $8,319$\frac{02}{100}$, were all moneys arising from cases No. 140 and 141; that the deposit of the 9th of January, 1866, of $265.00, was
1120 money arising in cases No. 140 and 141; that the deposit, though in the name of A. S. Thomas, was really made by Thomas A. Osborn, and by him drawn out on the 30th day of January, 1866; that the deposits by F. G. Adams, 1st June, 1864, of 254\frac{55}{100}$; by Thomas A. Osborn, 4th June, 1864, 296\frac{40}{100}$; by C. J. Hanks, the 6th of August, 1864, $1,890; same day $2,946.96, and the 10th of August, 1864, $2,755.20, making in the aggregate $8,143.26, being mixed funds arising partly in cases No. 140 and 141, and partly in other cases, the respective portions from each of these sources cannot now be ascertained.

Your commissioner further finds that the banking-house of Clark, Gruber & Co., and their successors, Clark & Co., have paid out all the confiscation moneys deposited in their banking-house. There is no order for the payment of any of these moneys from said banking-house.

Nine checks were produced before the commissioner by A. M.
1121 Clark, mentioned in his examination, all the checks which he said were in his possession or that of his firm, or could be obtained by them. These are herewith returned to the court. How far these checks,

or any of them, may legally authorize the payment of moneys from the bank, your commissioner submits to the court.

In the examination of Franklin G. Adams and Robert Crozier, a conflict arises in regard to the moneys sent to Mr. Adams, then clerk, by Robert Crozier, by two of the debtors of Edward S. Brown, Jackson B. Crane, $628\frac{35}{100}$, and Lawrence Kennedy $500.00.

Mr. Adams says these two amounts were retained by Robert Crozier and deducted from the $3,005.00 allowed him for attorney's fees in all confiscation cases, the 28th day of November, 1863, and for the residue, $1,876\frac{65}{100}$, a check was given him on the bank.

Robert Crozier in his examination says that he was to receive the amount of the check for his fees in cases No. 140 and 141, and
1122 that for other cases he thinks he was to receive as much as would make $2,500.00, which sum was allowed for his fees in all confiscation cases.

Your commissioner finds that Robert Crozier received the $3,005.00 as stated by Mr. Adams, and he has credited him with the amount of the checks, $1,876.\frac{55}{100}$ for his fees in cases No. 140 and 141, and charged him with $1,128\frac{35}{100}$, the same received from Crane & Kennedy.

E. C. K. Garvey rendered no service in cases No. 140 and 141. In ascertaining his fees in other cases, your commissioner is guided by the scale for commissioners prescribed by the court; there is no other order of the court in relation to his fees. The services rendered by him consisted in his signing a form of reports prepared by the deputy clerk, E. S. Chesney, who by agreement was to receive as his compensation one-half of what he could get for the commissioner. The reports were generally made on the same day of the reference, and frequently many reports were made on the same day. In said reports he pretended
1123 to have examined the records in different counties remote from each other, in which the lands sought to be confiscated were said to lie, and which could not possibly have been reached by him after the causes were referred. He was a man of dissipated habits, and unfit for the office.

Your commissioner returns a list of the cases in which Mr. Garvey filed reports, and following the scale of fees which gives five dollars for each report, he is entitled to $195.00.

James S. Emery, who succeeded Robert Crozier as district attorney, and who resides in Lawrence, was notified and requested to attend before your commissioner. He replied fixing the time when he would attend, which letter is herewith filed, but did not call at the office of the commissioner at that or any other time, and has assigned no reason for failing to do so.

The records have been searched to ascertain what services he
1124 rendered. On the 23 of April, 1864, his compensation was by order of the court fixed, as appears from the records, at $30 for each case of condemnation and forfeiture, and $5.00 for each confirmation of sale made on his motion. These amounts have been followed. A list of cases in which decrees of condemnation were rendered and orders confirming sales were made, and the fees to which Mr. Emery is entitled, is herewith returned.

Thomas A. Osborn holds papers purporting to be receipts signed by C. J. Hanks, mentioned in his examination. One for $3,031\frac{33}{101}$, dated 29th of August, 1864; another for $3,815\frac{50}{100}$ dated Oct., 1864; and another for $1,442.00 dated 10th January, 1865, but from the testimony the commissioner finds that no money corresponding with said receipts passed from said Osborn to said Hanks. He also holds the receipt of A. S. Thomas for $1,930.00. From the testimony of said Thomas the

commissioner finds that $150.00 only was paid to said Thomas on
1125 that receipt. Of the residue, $1,500.00 was paid by said Osborn to James S. Emery, $25.00 was paid by him to John Martin, and $255.00 was retained by himself.

The moneys designed to be represented by these figures were collected in various confiscation cases, including No. 140 and 141, mentioned in the testimony of A. S. Thomas, and the papers referred to by him; what is the legal liability for said moneys of said Thomas, J. S. Emery, and John Martin is submitted to the court.

No computation of interest has been made by your commissioner. The court has adopted the 26th of April, 1866, at which time the application of Edward S. Brown, contesting the right of the Government to moneys collected in cases No. 140 & 141, was first heard in the district court, as the period to which the fees of the officers should be taxed; whether interest should be charged to any or all of the officers in whose hands money has been since that time; and, if so, what interest, is submitted to the court; and also what, if any, interest Edward
1126 S. Brown should have thereon.

The making of this investigation has consumed much time. It was commenced on the 8th day of June, after notice to all the parties that it would be then commenced, and, except about four days' absence, of which notice was given at the time, I have attended at my office every day since to hear what any party had to say. Many of those days but little time was employed by me, as but little business in connection with this matter was a large portion of the time transacted.

I took an oath before a notary public before entering on the discharge of the duties required by the order, to faithfully perform the same to the best of my ability. I have had all the records of the court before me, and given all parties a full opportunity to examine them and to urge any claim in reference to them.

These records are, many of them, in a condition which shows
1127 badly for somebody. Altering and additions have been made in costs, bills on the records of the courts, and, in some cases, in the returns of officers. Many of the cost-bills have been made out on a scale not warranted by law or any order of the court, and far in excess of either. In making out the amount of costs due each officer, I have tried to follow the scale of fees established by the court as near as the same could be followed in its altered condition.

The investigation presents to the court the astounding case of the collection of $32,555\frac{43}{100}$ in behalf of the United States of America, of which not one dollar has ever been paid to the Government, and which is all claimed to be absorbed in fees.

I have not regarded the testimony as to what the court may have allowed as fees to the officers, except so far as the copies of orders herewith filed show the same, for the reason that the journals of the
1128 court negative the statement as to any action by the court, and for the further reason that there was no evidence, if such would have been competent, of the contents of the fee-bills alleged to have been allowed; and for the further reason that records of the court and other papers in the office show what services were rendered, and are deemed by me a better source for ascertaining the amount of fees due each officer than any conjecture as to what may have been contained in the fee-bills alleged to have been allowed by the court or judge.

Having discharged my duty to the best my ability, I respectfully submit to the court this report as the result of my labors.

EDWARD STILLINGS,
Special Commissioner.

LEAVENWORTH, *July* 26, 1871.

I attended at my office, commencing on the 8th day of June, 1871, in pursuance of the notices herewith returned, every business-day to this 26th day of July, 1871, except and adjournment from the 4th to the 8th of July, noted in the examination of J. L. McDowell. I employed as clerk to take down a large part of the testimony Hamilton Ellis, who also wrote copy of the report signed and returned. I administered to him an oath faithfully to discharge the duties of the position. I do not deem it proper to state any compensation which should be made to myself or him, as the work is before the court, and whatever may be
1129 deemed a proper allowance for him, as well as myself, is submitted to the court.

EDWARD STILLINGS,
Special Commissioner.

1130 1st.—*An account of moneys received by the several officers of the court from the obligors and mortgagers of Edward S. Brown and the fees to which the officers of said court are entitled in cases No.* 140 *&* 141.

By John T. Morton, clerk:				
From Benj. Ball			650 00	
John S. Rust			360 00	
Geo. M. Blodget, 14th Sept.,		1863	122 35	
Wm. J. Mayfield, 12 Oct.,		1863	307 00	
Mahlon Oliphant, 13 Aug.,		1863	641 40	2,080 75
By Franklin G. Adams, clerk:				
From Jackson B. Crane, 28 Nov.,		1863	628 35	
Lawrence Kennedy, 27 "		1863	500 00	
Andrew Henson, 16 "		1863	622 16	
William Sparks, 27 "		1863	200 00	
Geo. T. Challis, 25 "		1863	1,000 00	
Danl. C. Davis, 5 "		1863	500 00	
" " " 15 Dec.,		1863	95 00	
Washington Hays, 3 "		1863	275 00	
Thos. N. Johnson, 2 Nov.,		1863	334 25	
Stephen R. Jones, 24 Oct.,		1863	493 06	
Philip Link, 19 "		1863	492 60	
John L. Thompson, 5 Nov.,		1863	50 00	
Do. do. 8 Dec.,		1863	73 00	
Squire Wade, 3 "		1863	895 00	
1131 Harrison Weider, 28 Oct.,		1863	133 50	6,292 42
By Clark J. Hanks, clerk:				
From William Sparks, 21 May,		1864		300 69
By A. S. Thomas, clerk:				
From Danl. C. Davis, 25 Sep.,		1865	100 00	
Do. do. 28 Mch.,		1866	26 00	
Do. do. 1 Aug.,		1866	41 64	
By James L. McDowell, marshal, without sale:				
From Geo. T. Challis, 15 Dec.,		1863	2,474 74	
John J. Scott, 15 "		1853	342 19	
Robt. W. Hancock, " "		1863	307 00	
John A. Stephens, 16 Jan.,		1864	135 55	
James M. Calvert, 16 Feb.,		1864	499 75	
Robt. S. Merchant, 16 "		1864	440 41	
James Bosley, 11 Apr.,		1864	889 98	
Marion Todd, 11 "		1864	741 64	
John Rothwell, 8 "		1864	420 00	
Lawrence Kennedy, 25 "		1864	700 00	
Saml. E. Edwards, 16 May,		1864	511 73	
			7,462 99	

1132 Collection by sale:

From Isaac Blessing 18 Jan., 1864	376 00		
Thos. H. Storts, " " 1864	207 00		
Isaac J. Hascall, 20 " 1864	400 75		
" " " 20 Feb'y, 1864	155 00		
Louis Dein, 27 " 1864	374 00		
	1,512 75	1,512 75	
		8,975 74	8,975 74

By Thomas A. Osborn, marshal, without sale:

From Geo. W. Larrison, 16 Apr., 1864	204 69		
John Rothwell, 3 June, 1864	342 00		
	546 00		

Collection by sale:

From Israel Olyshant, 24 June, 1865	175 00		
D. D. Hendricks' hs., 7 July, 1864	289 00		
Do. do. 7 " "	201 00		
Isaac Hascall, 7 " "	1,025 00		
Thos. J. C. Duncan, 24 June, 1865	90 00		
	1,780 00	1,780 00	
From sheriff of Atchison on judgement against Charl's Holbert		599 50	
		2,926 19	2,926 19
By this amount by F. G. Adams, clerk, from H. Mills Moore, atty. for Wm. Sparks, who, at instance of clerk, deposited same 17th of Feby., 1864, in			
1133 banking-house of Clark, Gruber & Co			255 00
			20,998 43

The fees to the several officers are, in the aggregate, as follows:

To Robert Crozier, dist. atty	1,876 65	
" J. S. Emery, dist. atty	25 00	
" John T. Morton, clerk	624 86	
" Franklin G. Adams, "	100 64	
" Clark J. Hanks, "	38 40	
" A. S. Thomas, "	15 00	
" James L. McDowell, marshal	1,070 34	
" Thomas A. Osborn	399 27	
" A. L. Williams, commissioner	340 00	
Total amount of fees	4,490 16	4,490 16
Balance due to Edward S. Brown		16,508 27

1134 2.—*Statement of aggregate receipts by James L. McDowell and Thomas A. Osborn in cases other than* 140 *and* 141, *and the fees to which they are severaly entitled in said cases.*

James L. McDowell collected	3,659 06	
Aggregate fees to J. L. McDowell	2,240 39	
Balance	1,418 67	1,418 67
Thomas A. Osborn collected	7,897 94	
Aggregate fees to Thos. A. Osborn	4,170 39	
Balance	3,727 55	3,727 55
		5,136 22

1135 3.—*An account of aggregate receipts in cases other than* 140 *and* 141, *and the fees to all the officers of the court in said cases.*

Aggregate amount received by James L. McDowell on orders of sale		3,659 06
Aggregate amount received by Thomas A. Osborn on orders of sale		7,897 94
Total		11,557 00
Aggregate amount of fees—		
To James L. McDowell	2,240 06	
" Thomas A. Osborn	4,170 39	
" John T. Morton	180 34	
" Franklin G. Adams	279 45	
" Clark J. Hanks	751 40	
" A. S. Thomas	118 10	
" Robert Crozier	1,128 35	
" James S. Emery	1,985 00	
" A. L. Williams	30 00	
" E. C. K. Garvey	195 00	
	11,078 09	11,078 09
		478 91

1136 4.—*Acc. referred to in examination of A. M. Clark—E. Stillings.*

1137 *District court United States, district of Kansas, in acc. with Clark, Gruber and Co.*

DR.

1863.			
Dec.	1.	To Robt. Crozier	1,876 65
	5.	J. T. Morton	77 09
	5.	J. H. McDowell	794 34
	9.	John C. Douglass	370 00
Feb'y	17.	Balance	5,200 94
		4 Vouchers R. S. F.	8,319 02
1864.			
April	27.	To J. S. Emery	80 00
May	7.	E. C. K. Garvey	87 00
	27.	Bearer	250 00
	"	"	200 00
	30.	Joshua Knowles	10 00
		Wm. Campbell	10 00
		G. W. Daily	12 00
		A. L. Fitzgerald	10 00
	31.	F. W. Diwight	16 00
June	1.	W. W. Rose	10 00
		John T. Morton	10 00
		W. R. Wells	16 00
		F. G. Adams	287 34

	2.	H. Norton	17 50
		J. F. Bliss	12 50
	3.	John B. Billings	10 00
		A. F. Whiting	10 00
	8.	H. Young	10 00
		J. G. Bunker	10 00
		E. G. Moore	10 00
		A. D. Graham	16 50
		W. C. Crawford	10 00
		E. King	10 00
		A. H. Strayton	10 40
		D. W. Johnson	12 00
	11.	Daniel Handley	10 00

DR.

1864.			
June	11.	O. Sale	10 00
	13.	H. S. How	10 00
July	6.	Wm. B. Kipp	14 00
Aug.	1.	B. Jewell	10 00
	6.	J. L. McDowell	2,946 96
		" " " "	1,890 15
	12.	C. J. Hanks	1,000 00
		" " "	150 00
	13.	E. C. K. Garvey	110 00
	22.	D. Anderson	10 00
	26.	C. J. Hanks	50 00
		T. A. Osborn	1,895 87
	29.	Balance	4,099 98
		38 vouchers ret'd Decker	13,344 20
	29.	To T. A. Osborn	1,934 61
		C. J. Hanks	942 85
		J. S. Emery	1,205 67
Dec.	17.	C. J. Hanks	16 85
1866.			
Jan'y	30.	Thos. A. Osborn	265 00
			4,364,98

CR.

1863.			
Nov.	2.	By c'y per J. T. Morton	2,080 80
	7.	" " " F. G. Adams	1,953 42
Dec.	21.	" " " J. L. McDowell	3,121 80
1864.			
Feb'y	15.	" " " " " " "	467 00
	16.	" " " " " " "	441 00
	17.	H. M. Moore, per W. Sparks	255 00
			8,319 02
Feb'y	12.	By balance	5,200 94
June	1.	dep. by F. G. Adams	254 55
	4.	c'y " " Thos. A. Osborn	296 40

6.	" " " C. J. Hanks		1,890 15
	" " " " "		2,946 96
10.	" " " " "		2,755 20
			13,344 20
Aug. 29.	By bal'c		4,099 98
1866.			
Jan'y 9.	Dep. by A. S. Thomas		265 00
			4,364 98

1138 5.—*An account: 1st, of moneys solely in No.* 140 *and* 141 *which came to the hands of each officer and his fees in said cases; 2nd, of moneys in No'.* 140 *and* 141 *mixed with moneys in other cases.*

1ST. MONEYS ONLY IN NO'. 140 AND 141.

James L. McDowell recd. from mortgagors			8,975 74	
" from F. G. Adams			2,689 94	
from banking-house of Clark, Gruber & Co.			794 34	
			12,460 02	
From said banking-house, 6 Aug., 1864		2,946 96		
" " " " 6 " 1864		1,890 15		
		4 837 11		
These deposites may have come from other cases than 140 & 141.				
By F. G. Adams, 1st June, 1864	254 55			
" Thos. A. Osborn, 4 " 1864	296 40			
	550 95	550 95		
		4,286 16	4,286 16	
			16,746 18	
Deduct amt. paid by J. L. McDowell into registry		4,029 80		
fees to J. L. McDowell in cases 140 & 141		1,070 34		
		5,100 14	5,100 14	
Balance due from J. L. McDowell of moneys in 140 and 141			11,646 04	11,646 04
1139 Thomas A. Osborn received from mortgagors			2,926 19	
From the banking-house of Clark & Co			265 00	
			3,191 19	
Deduct amts. deposited 9th Jan'y, 1866		265 00		
Fees to Thos. A. Osborn in Nos. 140 and 141		399 27	664 27	
Balc. due from T. A. Osborn of moneys in 140 & 141			2,526 92	2,526 92
John T. Morton recd. from mortgagors			2,080 75	
from F. G. Adams			700	
" banking-house of Clark & Co			77 09	
" " " "			10 00	
			2,867 84	
Deduct amt. paid into registry		2,080 80		
fees to John T. Morton in No'. 140 & 141		624 86		
		2,705 66	2,705 66	
Bal. due from J. T. Morton of moneys in 140 & 141			162 18	162 18
F. G. Adams recd. from mortgagors			6,292 42	
Deduct amt. paid into registry		1,953 42		
" " " to J. L. McDowell		2,689 74		

" " Robt. Crozier	1,128 35		
" " J. T. Morton	700		
fees to F. G. Adams, No'. 140 & 141	100 64		
	6,572 15	6,272 15	
Excess paid by F. G. Adams		279 73	
Clark J. Hanks recd. from mortgagors		300 69	
Deduct fees to C. J. Hanks in No'. 140 & 141		38 40	
1140 Bal. due from C. J. Hanks of moneys in 140 & 141		262 29	262 29
A. S. Thomas recd. from mortgagors		167 64	
Deduct fees to A. S. Thomas in 140 and 141		15	
Bal. due from A. S. Thomas of moneys in 140 & 141		152 64	152 64
Robert Crozier recd. from F. G. Adams		1,128 35	
from the registry		1,876 65	
		3,005	
Deduct fees to Robert Crozier in 140 & 141		1,876 65	
Bal. due from R. Crozier of moneys in 140 & 141		1,128 35	1,128
A. L. Williams recd. from the registry		370	
Deduct fees to A. L. Williams in No. 140 & 141		340	
Bal. due from A. L. Williams of moneys in 140 & 141		30 00	30 00
			15,908 42

2ND. MONEYS IN NO'. 140 & 141 MIXED WITH MONEYS IN OTHER CASES.

Thomas A. Osborn, from registry	1,895 87		
" " " "	1,934 61	3,820 48	
C. J. Hanks, " "	1,000		
" " " " "	150		
" " " "	50		
" " " "	942 85	2,142 85	
J. S. Emery, " "	80		
" " " "	1,205 67	1,285 67	
E. C. K. Garvey, " "	87		
" " " "	110	197	
1141 Mark W. Delahay and Clark, Gruber & Co.: Int. on dis. ct. Kansas funds	195 30		
Moneys pd. to bearer, 250 & 200	450		
Sundry small sums to Joshua Knowles, &c	286 90	932 20	
Total mixed funds in hands of officers above		8,388 20	8,388 20

Order of the United States district court for the district of Kansas adopting scale of fees for the clerk of the court, May the 11th, A. D. 1863. book A, page 478, of the records of the court:

For issuing [each] every process, summons, execution, order of sale, monition, citation, warrant, or other writ, two dollars	2 00
For entering any return, rule, order, judgement, decree, or proceeding, or making any record, for each folio of 100 words, twenty cents	20
For making complete judgement record for each folio of 100 words, twenty cents	20
For drawing up notice for publication, and posting, delivered to the marshal with the warrant of arrest, or monition, for each folio of 100 words, twenty cents	20
For making docket, indexing, and taxing cost, two dollars	2 00

1142 And in each cause in which judgements or decrees to pay money or deliver property into court are rendered against debtors, mortgagors, or garnishees of the person whose credits or property is seized,

condemned, an additional fee for making dockets, indexing, and taxing costs of one dollar ($1.00) is hereby fixed and allowed to the clerk for each judgement or decree so rendered in the cause against debtors, mortgagors, or garnishees. For all services not enumerated, like compensation and fees are hereby fixed and allowed to the clerk as are now allowed for similar services in the district of the United States.

Order of the district court of the United States for the district of Kansas adopting the scale of fees allowed the United States marshal in confiscation cases. Book A, page 539, records of the court:

For any service of any process, monition, summons, citation, order of sale, execution, or of any warrant or order of seizure issued by the United States attorney for each person on whom such service may be made, two dollars and fifty cents $2 50

For travel in going to serve any process, monition, summons, citation, order of sale, execution, or order of warrant of
1143 seizure and returning, ten cents per mile, to be computed from the place of service to the court or place where the writ or process is returned ..... 10 c.

For advertising, two dollars $2 00

The printer's fee for advertising seizure of property or credits, ten dollars $10 00

On monition issued, ten dollars 10

Sale, five dollars 5

For selling property under order of sale or execution, two dollars. 2

Appraising, one dollar and fifty cents 1 50

Appraisers, each, per day, one dollar 1

Commissions on money made or collected under order of sale or execution, on first five hundred dollars, three per centum; on all above that amount, two per centum.

Making and executing a deed, five dollars $5 00

For keeping personal property, such compensation as the court or judge shall allow and approve for services and expenses.

For other services similar fees as are now allowed by law.

1144 *Order of the United States district court for the district of Kansas adopting scale of fees allowed the commissioners in confiscation cases. Book A, page 548, of the records of the court:*

For each day necessarially employed in taking testimony in a cause, five dollars $5 00

For making report in any cause, five dollars $5 00

And in cases where bonds, notes, or other credits, secured by mortgage, are seized, five dollars for each bond, note, or other credit so secured, seized, and reported upon, $5.00 each $5 00

For travel in going to examine records, or take testimony, and returning, ten cents per mile.

Order of the United States district court of the district of Kansas adopting scale of fees in confiscation cases for the United States marshal, journal B, page 61, of the records of the court.

1145 For service of any process, monition, summons, citation, order of sale, execution, venditione exponas, warrant of seizure issued by the attorney of the United States. For each person on whom service may be made, and for each seperate peice of property seized, if real estate ..... $ .00

For travel in going to serve any process, monition, summons, citation, order of sale, execution, venditione exponas, warrant of seizure issued by the attorney of the United States, ten cents per mile, to be computed from the place of service to the court or place where the writ or process is returned	10
Also, ten cents per mile for returning from such service	10
For making any advertisement, two dollars and fifty cents	2 50
For printer's fee for advertising any seizure of property by marshal	$10 00
For printer's fee for advertising on monition or citation, ten dollars	$10 00
Printer's fee for advertising sale of property to be made, five dollars	$5 00
1146 For selling property under order of sale, or venditione exponas, or execution for each seperate and distinct tract, if real estate, two dollars and fifty cents	$2 50
For making appraisement of any property to be sold under vendition' exponas, order of sale, execution, two dollars	2 00
For each appraisor, per day, one dollar	1 00
Commissions on moneys made or collected under order of sale, venditione exponas, or execution; on first five hundred dollars, three per centum, and on all above that amount, two and a half per centum.	
For making and executing a deed	$8 00
For keeping personal property, such compensation in each case as the court shall, upon a presentation of the case, *shall* deem reasonable for services and expenses.	
For all other services, such fees—the same fees which are now allowed by act of Congress in other than these causes.	

1147 And now comes Franklin G. Adams, clerk of this court, and makes his report to the court, showing the amount of money paid into court in all cases arrising under "An act to sup'ress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," approved July 17th, 1862, and the costs due thereon, to the officers of this court; thereupon it is ordered by the court that said report be, and the same is hereby, approved and ordered to be filed.

THE UNITED STATES OF AMERICA
vs.
A BOND FOR $600 AND OTHER BONDS, SEIZED as the property of Edward S. Brown.

THE UNITED STATES OF AMERICA
vs.
THE EAST ½ OF BLOCK 14, IN RUSSELL'S SURvey, in Leavenworth City, Leavenworth County, Kansas. } No. 137.

THE UNITED STATES OF AMERICA
vs.
THE N. E. ¼ OF SEC. 9, T. 5, R. 19, AND CERtain personal property.

1148 On reading and filing the report of the clerk showing the amount of money received into the court in causes under the confiscation act, and showing that the same has been received in the four

above-entitled causes, it is ordered by the court that out of the proceeds therein reported *to* the clerk pay to the officers of the court the amount so reported to be due to each of said officers, respectively, to wit:

To Robert Crozier, U. S. district attorney $3,005 00
To James L. McDowell, esq., U. S. marshal $3,881 19
To John T. Morton, late clerk of this court $777 09
To Franklin G. Adams, clerk $361 10
To Archibald Williams, commissioner of admiralty $370 00

And it is further ordered that the clerk take receipts for said payments, and that he file the same.

Statement of J. S. Emery's fees for condemnation and confirmation of sales.

1149 No.	Condemnation.	Con. of sale.	Journal B.
153	.....	13 Apr., 1864	Page 11
155	.....	13 Apr., 1864	" 11
158	.....	— April, 1864	" 12
160	12 April, 1864	23 July, 1864	8, 193
161	.....	23 April, 1864	12
163	.....	23 April, 1864	14
164	.....	23 April, 1864	13
157	.....	22 April, 1864.	45
159	.....	23 April, 1864	45
145	.....	13 April, 1864	15
167	13 April, 1864	13 July, 1864	7, 17, 189
168	.....	13 April, 1864	15
169	.....	13 April, 1864	14
170	24 May, 1864	27 July, 1864	75, 217
171	24 May, 1864	23 July, 1866	66, 193
173	24 May, 1864	27 July, 1864	68, 217
174	24 May, 1864	30 July, 1864	78, 256
175	24 May, 1864	.....	73, 89
178	24 May, 1864	.....	70
182	14 July, 1864	13 Oct., 1864	108, 256
183	19 July, 1864	13 Oct., 1864	109, 257
184	19 July, 1864	13 Oct., 1864	111, 258
185	19 July, 1864	13 Oct., 1864	112, 259
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189	19 July, 1864	13 Oct., 1864	115, 259
190	19 July, 1864	13 Oct., 1864	116, 267
191	19 July, 1864	13 Oct., 1864	117, 261
1150 192	19 July, 1864	.....	119
193	19 July, 1864	.....	120
194	19 July, 1864	13 Oct., 1864	121, 261
195	19 July, 1864	13 Oct., 1864	122, 262
196	19 July, 1864	13 Oct., 1864	124, 262
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198	19 July, 1864	.....	126
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201	20 July, 1864	13 Oct., 1864	147 264
202	20 July, 1864	.....	148
203	20 July, 1864	13 Oct., 1864	150, 264
204	20 July, 1864	13 Oct., 1864	151, 265
205	20 July, 1864	13 Oct,, 1864	153, 265
206	29 July, 1864	13 Oct., 1864	233, 266
207	20 July, 1864	.....	*154, 312
208	29 July, 1864	14 April, 1865	237, 343
209	20 July, 1864	.....	156
210	27 July, 1864	13 Oct., 1864	204, 266
211	27 July, 1864	13 Oct., 1864	205, 267
212	27 July, 1864	13 Oct., 1864	207, 267

* Con'd, vac., & dismissed.

213	27 July, 1864			208
214	27 July, 1864	13 Oct.,	1864	210, 268
215	27 July, 1864	13 Oct.,	1864	211, 268
217	27 July, 1864	13 Oct.,	1864	212, 268
218	27 July, 1864	13 Oct.,	1864	214, 269
219	27 July, 1864			215
220	30 July, 1864			*240, 322
221	30 July, 1864	13 Oct.,	1864	241, 269
1151 222	30 July, 1864	13 Oct.,	1864	242, 271
223	30 July, 1864	13 Oct.,	1864	241, 270
224	30 July, 1864	13 Oct.,	1864	245, 270
225	30 July, 1864	13 Oct.,	1864	247, 271
226	30 July, 1864	21 Nov.,	1864	249, 387
227	30 Jan'y, 1865			314
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336	11 Jan'y, 1865	13 April,	1865	317, 339
237	11 Jan'y, 1865	13 April,	1865	318, 340
239	21 Nov., 1864	12 Jan'y,	1865	299, 320
152		13 April,	1865	342

* Condemned, vac., and dismissed.

57 cases of condemnation, @ $30.00 ..... $1,710 00
55 " " confirmation of sale, @ $5.00 ..... 275 00

$1,985 00

In confiscation cases No. 140 and 141, 5 confirmations of sale, @ $5.00 ..... $25 00

1152 Fees to E. C. K. Garvey, commissioner for reports in the following cases:

No. 160, 167, 170, 171, 172, 173, 174, 175, 176, 178, 179, 197, 198, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 212, 213, 214, 215, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 211.

39 cases, @ $5.00, $195.00.

Statement of fees to which the clerks are entitled in confiscation cases by scale of fees prescribed by the court.

No.	Page.	Time.	Morton.	Adams.	Hanks.	Thomas.	Remarks.
134	284	6 July, 1863	15 50	.....	.....	.....	
135	285	6 July, 1863	8 90	.....	.....	.....	
136	286	5 May, 1863	17 75	.....	.....	.....	
137	287	6 Aug., 1863	19 10	.....	.....	.....	
138	288	16 Oct., 1863	6 80	.....	.....	.....	
139	289	16 Oct., 1863	23 70	.....	.....	.....	
142	292	25 April, 1863	4 00	.....	.....	.....	
		Nov., 1863	.....	2 40	.....	.....	
143	294	9 June, 1863	4 50	5 00	.....	.....	
144	295	16 Oct., 1863	26 99	.....	.....	.....	
145	296	9 June, 1863	4 10	.....	.....	.....	
145	296	13 April, 1864	.....	5 30	.....	.....	
148	299	15 Oct., 1863	8 50	.....	.....	.....	
		13 Nov., 1863	.....	2 10	.....	.....	
149	300	11 July, 1863	3 40	.....	.....	.....	
		21 Nov., 1863	.....	3 40	.....	.....	
1153 152	304	10 Sept., 1863	3 40	.....	.....	.....	
		16 Nov., 1863	.....	12 50	.....	.....	
		24 Oct., 1864	.....	.....	6 30	.....	
		14 April, 1865	.....	.....	.....	3 60	
153	.....	12 Oct., 1863	3 40	.....	.....	.....	
		13 April, 1864	.....	12 50	.....	.....	
154	.....	12 Oct., 1863	3 40	.....	.....	.....	
		17 Nov., 1864	.....	2 90	.....	.....	

155	.....	12 Oct., 1863	3 40	.....	.....	.....	
		13 April, 1864	.....	13 10	.....	.....	
156	.....	12 Oct., 1863	3 40	.....	.....	.....	
		4 Dec., 1869	.....	15 85	.....	.....	
157	.....	12 Oct., 1863	3 40	.....	.....	.....	
	157	3 Feb., 1864	.....	14 90	.....	.....	
	158	12 Oct., 1863	3 40	.....	.....	.....	
		13 April, 1864	.....	14 90	.....	.....	
	159	12 Oct., 1863	3 40	.....	.....	.....	
		18 Dec., 1863	.....	21 60	.....	.....	
		25 May, 1864	.....	.....	70	.....	
		13 Jan'y, 1865	.....	.....	.....	80	
	160	12 Oct., 1863	3 20	.....	.....	.....	
		12 April, 1864	.....	6 50	.....	.....	
		25 April, 1864	.....	.....	4 70	.....	
	161	12 Oct., 1863	3 40	.....	.....	.....	
		13 April, 1864	.....	13 30	.....	.....	
	162	27 Oct., 1863	3 30	.....	.....	.....	
		27 Nov., 1863	.....	3 20	.....	.....	
1154	163	April 13, 1864	.....	20 70	.....	.....	
	164	13 April, 1864	.....	9 70	.....	.....	
	165	4 Dec., 1863	.....	18 60	.....	.....	
	166	4 Dec., 1863	.....	14 20	.....	.....	
		May 24, 1864	.....	.....	25	.....	
	167	13 April, 1864	.....	5 20	.....	.....	
		1 June, 1864	.....	.....	20 80	.....	
	168	13 April, 1864	.....	18 60	.....	.....	
	169	13 April, 1864	.....	29 40	.....	.....	
	170	12 April, 1864	.....	3 40	.....	.....	
		24 May, 186	.....	.....	18 70	.....	
	171	12 April, 1864	.....	3 40	.....	.....	
		24 May, 1864	.....	.....	19 90	.....	
	172	12 April, 1864	.....	3 40	.....	.....	
		24 May, 1864	.....	.....	5 80	.....	
	173	12 April, 1864	.....	3 40	.....	.....	
		24 May, 1864	.....	.....	21 00	.....	
	174	13 Oct., 1864	.....	.....	26 30	.....	
	175	14 July, 1864	.....	.....	23 40	.....	
	176	14 July, 1864	.....	.....	6 80	.....	Dismissed.
	177	23 May, 1864	.....	.....	6 40	.....	Dismissed.
	178	25 May, 1864	.....	.....	9 70	.....	Dismissed.
	179	4 July, 1864	.....	.....	7 80	.....	
	180	24 May, 1864	.....	.....	7 60	.....	Dismissed.
	182	13 Oct., 1864	.....	.....	22 70	.....	
		29 Oct., 1865	.....	.....	.....	1 30	
	183	13 Oct., 1864	.....	.....	24 10	.....	
1155	184	13 Oct., 1864	.....	.....	23 80	.....	
	185	13 Oct., 1864	.....	.....	23 40	.....	
	188	4 Oct., 1864	.....	.....	9 50	.....	
	189	13 Oct., 1864	.....	.....	9 90	.....	
	190	13 Oct., 1864	.....	.....	9 90	.....	
	191	13 Oct., 1864	.....	.....	9 90	.....	
		12 Jan'y, 1865	.....	.....	.....	1 00	
	192	4 Oct., 1864	.....	.....	9 50	.....	
	193	13 Oct., 1864	.....	.....	9 90	.....	
	194	13 Oct., 1864	.....	.....	9 90	.....	
	195	13 Oct., 1864	.....	.....	9 90	.....	
	196	13 Oct., 1864	.....	.....	9 90	.....	
	197	13 Oct., 1864	.....	.....	9 90	.....	
	198	13 Oct., 1864	.....	.....	9 90	.....	
		13 Oct., 1865	.....	.....	.....	50	Dismissed.
	199	20 July, 1864	.....	.....	8 30	.....	
	200	13 Oct., 1864	.....	.....	9 90	.....	
	201	13 Oct., 1864	.....	.....	9 90	.....	
	202	20 July, 1864	.....	.....	7 20	.....	
	203	13 Oct., 1864	.....	.....	9 90	.....	
	204	13 Oct., 1864	.....	.....	9 90	.....	
	205	13 Oct., 1864	.....	.....	9 90	.....	
	206	13 Oct., 1864	.....	.....	9 90	.....	
	207	5 Oct., 1864	.....	.....	9 50	.....	
		11 Jan'y, 1865	.....	.....	.....	90	
	208	7 Feb'y, 1865	.....	.....	11 90	.....	
		14 April, 1865	.....	.....	.....	40	
	209	8 Oct., 1864	.....	.....	9 50	.....	
1156		13 Oct., 1864	.....	.....	.....	90	
	210	13 Oct., 1864	.....	.....	9 90	.....	
	211	13 Oct., 1864	.....	.....	9 90	.....	
	212	13 Oct., 1864	.....	.....	9 90	.....	
	213	17 Sept., 1865	.....	.....	.....	.....	Fees pd. & dischgd.
	214	13 Oct., 1864	.....	.....	9 90	.....	
	215	13 Oct., 1864	.....	.....	9 90	.....	
	216	26 July, 1864	.....	.....	6 20	.....	
	217	13 Oct., 1864	.....	.....	9 90	.....	
	218	13 Oct., 1864	.....	.....	9 90	.....	
	219	13 Oct., 1864	.....	.....	9 90	.....	
	220	13 Oct., 1864	.....	.....	9 50	.....	
		12 Jan'y, 1865	.....	.....	.....	40	

	221	13 Oct., 1864	.....	.....	.....	.....	
	222	13 Oct., 1864	.....	.....	.....	.....	
	223	13 Oct., 1864	.....	.....	.....	.....	
	224	13 Oct., 1864	.....	.....	.....	.....	
	225	13 Oct., 1864	.....	.....	.....	.....	
	226	13 Oct., 1864	.....	.....	10 00	.....	
	227	23 Nov., 1863	.....	.....	7 90	.....	
		6 Sept., 1865	.....	.....	.....	20 40	
	228	23 Nov., 1864	.....	.....	7 90	.....	
		29 March, 1865	.....	.....	.....	16 40	
	229	9 Dec'r, 1864	.....	.....	7 90	.....	
		13 April, 1865	.....	.....	.....	15 70	
	230	13 Dec., 1861	.....	.....	13 05	.....	
		6 July, 1865	.....	.....	.....	70	
1157	231	Dec., 1864	.....	.....	7 80	.....	
		11 Jan'y, 1865	.....	.....	.....	20 00	
	232	30 July, 1864	.....	.....	5 50	.....	
		12 Oct., 1865	.....	.....	.....	60	Dismissed.
	233	30 July, 1864	.....	.....	5 50	.....	
		12 Oct., 1864	.....	.....	.....	60	
	234	17 Dec. 1864	.....	.....	8 70	.....	
		11 Jan'y, 1865	.....	.....	.....	60	
	235	28 Nov., 1864	.....	.....	5 60	.....	
		11 Jan'y, 1865	.....	.....	.....	60	
	236	9 Dec., 1864	.....	.....	7 80	.....	
		13 April, 1865	.....	.....	.....	15 90	
	237	9 Dec., 1864	.....	.....	7 90	.....	
		13 April, 1865	.....	.....	.....	15 70	
	239	6 Dec. 1864	.....	.....	8 70	.....	
		11 Jan'y, 1865	.....	.....	.....	60	
	240	6 Dec'r, 1864	.....	.....	8 70	.....	
		13 April, 1865	.....	.....	.....	50	
			180 34	279 45	751 40	118 10	

At a term of the district court of the United States of America in and for the district of Kansas, begun and held at Topeka in said district, on Monday, the 13th day of April, in the year of our Lord one
1158 thousand eight hundred and sixty-three—present, the honourable Archibald Williams judge—proceedings were had and appear of record in words and figures following, to wit:

MONDAY, *July* 6, A. D. 1863.

In the matter of the confiscation causes determined.

It is ordered by the court that in the causes which were determined in this court, wherein certain bonds secured by mortgage, made and executed to Edward S. Brown, were condemned and declared forfeited to the United States of America, and wherein it was ordered and decreed that the amounts respectively due on said bonds should be paid into this court, and that in default thereof the said real estate mortgaged should be sold to pay the same in case of the payment by any of the *payment by any of the* said mortgagors of the amount in full so decreed to be paid, the clerk shall, on demand, give to said mortgagors a certified statement under the seal of the court setting forth briefly in substance—

1159 1st. The fact of the decree of forfeiture, the order of payment and foreclosure, with the date of the mortgage and description of the land mortgaged.

2nd. The fact of the payment in full and satisfaction of said decree.

3d. That the said mortgagor is entitled to have satisfaction of said mortgage acknowledged upon the record thereof by the commissioner of this court appointed for that purpose, (naming him.)

And it is further ordered that Charles G. Foster, of the county of Atchison, and David J. Brewer, of the county of Leavenworth, be, and they are hereby, appointed commissioners of this court, each to act, separately, in

the county in which he resides, with full power and authority respectively, on production of said certified statement of the clerk, to acknowledge, on behalf of the United States, satisfaction of the mortgage thus forfeited, foreclosed, and paid, on the margin of the record of said mortgage, in the office of the register of deeds of the county in which said mortgaged premises are situate.

1160 And that the clerk furnish a copy of this order with said statement.

And it is ordered by the court that the banking-house of Clark, Gruber and Company, in the city of Leavenworth, and State of Kansas, be, and the same is hereby, designated by the court as the place of deposit for moneys paid into the registry of this court under the 42nd admiralty rule.

1160½ UNITED STATES *vs.* A BOND FOR $600, &C., AS THE PROPERTY of Edward S. Brown. } 140 & 141.

Order designating banking-house of Clark, Gruber & Co., as the registry.

(Endorsed :) United States vs A Bond for $600.00, &c., as the property of Edward S. Brown, No. 140 & 141. Consolidated commissioners' report, 25 of July, 1871. Edward Stillings, special commissioner. Filed July 26, 1871. A. S. Thomas, clerk.

1161 (STILLINGS—B.)

M. W. DELAHAY sworn.

I was appointed judge of the district court U. S., I think, in the fall of 1863. The first term of the court held by me was in October, 1863. Morton was clerk, Crozier dist. atty., and McDowell marshal. Adams succeeded Morton at the end of that term, & Hanks followed Adams. Osborn, I think, came as marshal in 1864, but after Hanks' time had commenced. I think Thomas commenced in the spring of 1865. I have no knowledge as to where the money was placed that had been collected in confiscation cases.

The depository was made, fee-bill established, and all that kind of thing done before I came into office. The depository had been established by Judge Williams, my predecessor. I made no new order in reference to the motion.

Question, (by Mr. Brown.) State what, if any, knowledge you have of any alterations or interlineations were made in the fee-bill as established by Judge Williams.

Answer. I know that the officers complained that the fee-bill did not equitably adjust the fees. I think the marshal, clerk, and perhaps the district attorney, complained. I do not know that any changes

1162 were made, but it may be changes were made by consent of the court. My best recollection is that the officers of the court complained that the fee-bill was not right. I cannot remember whether it was McDowell, Morton, Crozier, or who it was. I cannot say that I did, or did not, make any order changing the fee-bill. I may have done so.

(Judge Delahay is asked to look at journal A, of the district court.) I can find no orders in reference to fees in journal A. I have examined from the commencement of my term to the close of journal A

page 61. Book B I find an order. I made the order. I know nothing about who scratched out some portions of it and changed them. I never did. I can tell nothing in regard to the order than it shows itself. I have no knowledge of the changes on pages 478 & 479 of journal A. The changes on page 478, the change of the figure 2 to 3, I have no knowledge about. The change must have been made under an order of the court, but I know of no other orders except what have been referred to. On same, 20 changed to 25 may have been made under an
1163 order of the court, but I have no knowledge except as I have answered. I make the same answers as to the alterations on page 479 of the same book.

In reference to the fee-bill established by me in May, 1864, as well as to any changes in the other fee-bill, I have the following statements to make:

The changes in the fee-bill referred to may have been made by my authority, but I would have supposed the more regular way would have been to make out an amended fee-bill and spread it upon the journal of the court. I am not able to state when or by whom the changes in the fee-bills were made.

Judge Delahay is asked in regard to changes on page 539, journal A, and answers that he does not know how the changes came, but presumes they were made on the authority of the order he made, above referred to in journal B. I do not know whose figuring the changes are made in. I know it is not mine. I do not know in whose handwriting the body of the order is entered. The alteration made by me in the fee-bill was to take effect from its date, and not be retroactive. I have no recollection of the checks signed by me in the bank
1164 of Clark, Gruber & Co. When the officers had fee-bills that I though were right, I drew a check, countersigned by the clerk, on the bank for the money.

Are you acquainted with J. H. McDowell?

I do not think I ever drew any check in his favor. I know Bully McDowell's brother, but know him as John McDowell. I never had any business with him, nor he with the court. I think the name in the bank-account should be J. L. McDowell. I never knew J. H. McDowell by that name. I never had any business with him. I have no recollection of ever paying John McDowell any money whatever. I think the name in the books of Clark, Gruber & Co. should be J. L. McDowell. I have no recollection of allowing that sum to J. L. McDowell. I may have done so. I have some recollection that Douglass had some fees in some way. I cannot state the amount. I do not know in what capacity Douglass acted. E. K. Garvy was appointed by me commissioner of the court when I first came into office. I do not recollect the amount allowed him as fees at different times.

1165 The checks for $200 & $250, to bearer, I know nothing about. I do not know who got them. I suppose Garvy received his pay for services as commissioner by checks on Clark's bank.

Question. State whether at any time, while he was commissioner, you sold to E. C. K. Garvy a span of black ponies and a carriage?

Answer. I did; I do not recollect certainly about the carriage. I sold the ponies. I don't think I sold the carriage. I sold him a pair of black Canadian horses. My impression was the price of the horses was $800. I do not know how he paid it. It may have his fees that had been allowed that he drew and paid me.

Question. What, if any, connection or conversation was had at the

time of the sale of the ponies about the fees due him as commissioner, and how they were to be paid, and how the ponies were to be paid for?

Answer. I remember none whatever. It may be I knew that he had fees coming to him and that he drew them and paid me. He paid me the $800. I will not swear it was out of that fund. I suppose it was out of the allowance of fees at some time connected with his com-
1166 missionship. I would not have trusted him for the horses if I had not known he had the money coming to him as fees to pay for them. I have no knowledge as the persons who drew money out of the bank, except the officers of the court—the marshal, district attorney, clerk, and commissioners. I know nothing of the account of Joshua Knowles, William Campbell, Geo. W. Brily, P. S. Fitzgerald, F. W. Dwight, W. W. Ross, W. R. Wells, H. Norton, J. F. Bliss, John B. Billings, B. F. Whiting, H. Young, J. G. Bunker, E. G. Moore, A. D. Graham, W. C. Crawford, E. King, A. H. Slayton, G. W. Johnson, Daniel Handley, H. S. Harde, Wm. B. Kipp, D. Jewell, D. Anderson. I know nothing about any checks being drawn in favor of either of the above parties. They were not officers of the court, and my recollection is that only the officers drew out of this money for their fees. I have no knowledge of any official connection any of the above parties had with the court whereby they could draw these funds.

Question. What, if any, checks did you receive from the bank of Clark, Gruber & Co. after they had been paid?

Answer. After we were all paid our time by Mr. Brown & I was
1167 included in the suit, I was in conference with the other parties to the suit. I do not remember having got any checks out of the bank. I was in conference with the parties after the suit. I may have seen checks, but I do not recollect in whose hands.

Witness is asked to look at the check dated Leavenworth, May 7th, 1864, to E. C. K. Garvey, and says that it was given at Leavenworth; that the voucher he presumes was approved before he signed it. I expect there is no record of the allowance. I can approve the *the* bill as well in Leavenworth as Topeka, and as well off as on the bench.

Witness is asked to look at voucher and check of $80 to . The checks produced by Austin M. Clark being shown witness and asked whether they were drawn by him, he answered that they were; that they were all drawn on vouchers for monies rendered by the parties in confiscation cases. I know of no order of court making the allowances on which the checks were drawn. The parties to whom the checks were drawn presented to me fee-bills, which they claimed to be due them in confiscation cases, and I drew checks to them, sometimes here and sometimes at Topeka, for the amounts of their fees, and such were
1168 the checks on which the money was drawn from the bank, as shown by the account of Clark, Gruber & Co., so far as I drew them, and the fee-bills were left in the hands of the officers. I have no knowledge now of their fee-bills. I have had frequent conversation with Austin M. Clark & other parties in reference to the suit. I do not know whether in reference to those checks or not. As to the check of August 6th, 1864, to J. L. McDowell, of which a copy is shown me, I think is not ordered paid out of this fund, for the reason that the marshal was short of funds to close up the court with, and not intended to be returned to the bank. That is my impression from the paper itself. I kept my private banking account with Clark, Gruber & Co. till the dissolution of that firm, and afterwards with E. H. Gruber & Co.

MARK W. DELAHAY.

1169 JUNE 26th, 1872.—A. L. WILLIAMS sworn.

My commissioner's fees in all services rendered in confiscation cases in the district court of the U. S. for the district of Kansas, amounted to three hundred and seventy dollars, which was allowed by the judge. The amount was drawn out of the bank in Leavenworth. I presume I received it from J. C. Douglass; of those fees $340 were in cases 140 & 141; the balance was in other confiscation cases.

A. L. WILLIAMS.

Examination of Robert Crozier on the 20th of July, 1871.

Being first duly sworn, deposes and says:

Q. State what office you held during the year 1863, and what you had to do in the case of United States vs. A Bond for $600.00 and other bonds, property of Edward S. Brown.

A. In the year 1863 I was district attorney of the United States for the district of Kansas, and as such officer instituted proceedings for the confiscation of a certain bond for $600.00 and other bonds, as the property of one Edward S. Brown, said to be in rebellion to the U. S. Government. The bonds mentioned in that proceeding were executed
1170 by certain citizens of Atchison & Leavenworth Counties. I instituted the proceeding, and conducted to final decree. At the time the proceeding was commenced, and until the final decree of condemnation was rendered, and also until the order of foreclosure and order of sale was made, the late Hon. Archibald Williams was judge of the court; Judge Williams was succeeded by Hon. Mark W. Delahay, and I was succeeded in January, 1864, by James L. Emery. Judge Williams, after the proceedings above mentioned were had, made me an allowance of twelve hundred dollars. Subsequently Judge Delahay increased my allowance for services as above mentioned, together with others in confiscation cases against property of others to about, I think, twenty-five hundred dollars. Eighteen hundred and seventy-odd dollars paid me by one check on Clark, Gruber & Co., the remainder of the twenty-five hundred dollars was paid me for services in other cases, but how, I don't now reccollect, whether by check on Clark, Gruber & Co. or not; I can't say; I never knew of any other allowance being made me; I have seen another order on the book for $3,005, but never saw
1171 it or knew of its existance until this examination commenced.

Q. State what, if anything, you have received on the order made by Judge Williams for $1,200.00 and the subsequent order of allowance made by Judge Delahay for $2,500.00, and the third order of allowance for $3,005 made by Delahay, what portion of the amount you received was for services in the cases vs. property of Edward S. Brown; and what if any claim further than you have received, do you make upon the money arising from the cases of Edward S. Brown, or property of other persons, confiscated during your term of office.

On all three of the orders referred to, I think I received about twenty-five hundred dollars, (2,500;) my recollection is that the 1,870 odd dollars paid me by Clark, Gruber & Co., on the check above alluded to, was the proportion chargeable to the fund arising from the confiscation of Mr. Brown's property, and whether the remainder of the twenty-five hundred dollars actually came out of the fund arising from the confiscation of Mr. Brown's property, or not, I cannot say, as I do not know whether the marshal or clerk deposited other moneys with that
1172 firm than those arising from the confiscation of Mr. Brown's prop-

erty. I have no further claim on any fund for services rendered in any confiscation cases.

Q. State whether, if any, moneys, while U. S. attorney, you received from the debtors of Mr. Brown; when, and the amount you received, and to whom you paid it.

I think in November, 1863, Lawrence Kennedy and J. B. Crane sent by me to Topeka, to be paid to the clerk of the district court on account of their indebtedness to Mr. Brown, in the neighborhood of $1,000.00, which I paid to the clerk at that time, taking his receipts therefor, which I delivered to H. Miles Moore, their attorney. I do not remember whether Mr. Morton or Mr. Adams was clerk at that time.

Q. State what services were rendered or would become necessary at the hands of the U. S. district attorney in the various causes against the property of Edward S. Brown, after the final decree of condemnation, foreclosure, and order of sale; and when these condemnations & foreclosures were made, about the time.

A. The foreclosures and order of sale of the debtors of Edward S. Brown were rendered & made on the 5th day of June, 1863, I think.

1173 After rendition of that decree, and making of the order, all that remained for the district attorney to do in the matter was to cause the orders of sales to be issued, to supervise their execution, and to see to the confirmation of the report of the marshal. The order of allowance for $1,200, made by Judge Williams, was intended for compensation for services in cases 140 & 141 alone; that sum not being deemed sufficient compensation, the subsequent order for $2,500 was intended to include the $1,200, and about $600 in addition thereto, as compensation in the cases above named; and the remainder of the $2,500 was for compensation in all other confiscation business. I never saw or heard of the allowance of $3,005 until the same was shown me, after this examination commenced.

ROBT. CROZIER.

Examination of Robt. Crozier, July 22d, 1871.

Being duly sworn, deposes and says:

Q. You will state your connection, if any, with the 1st National Bank of Leavenworth, and whether Thomas A. Osborn, late marshal of the U. S. for district of Kansas, had a bank account with that bank at any

1174 time during the year' 1864 & 1865.

A. I am cashier of that bank, and have been so since October, 1865. I have examined the books of the bank for the years mentioned, and they show no account with Mr. Osborn during that period, and consequently, I think, he had no account during that time. If he had kept an account there during that time the books I examined would have shown it.

ROBT. CROZIER.

Examination of Lyman Scott on the 22d July, 1871.

Being first duly sworn, deposes and says:

Q. You will please state whether you were employed in, or connected with, the banking-house of Scott, Kerr & Co., in the city of Leavenworth, State of Kansas, during the years 1864 & 1865, where you now reside, and what business engaged, and whether Thomas A. Osborne, late U. S. marshal for the district of Kansas, had an account with the banking-house of Scott, Kerr & Co., during the years 1864 & 1865?

1169 JUNE 26th, 1872.—A. L. WILLIAMS sworn.

My commissioner's fees in all services rendered in confiscation cases in the district court of the U. S. for the district of Kansas, amounted to three hundred and seventy dollars, which was allowed by the judge. The amount was drawn out of the bank in Leavenworth. I presume I received it from J. C. Douglass; of those fees $340 were in cases 140 & 141; the balance was in other confiscation cases.

A. L. WILLIAMS.

Examination of Robert Crozier on the 20th of July, 1871.

Being first duly sworn, deposes and says:

Q. State what office you held during the year 1863, and what you had to do in the case of United States vs. A Bond for $600.00 and other bonds, property of Edward S. Brown.

A. In the year 1863 I was district attorney of the United States for the district of Kansas, and as such officer instituted proceedings for the confiscation of a certain bond for $600.00 and other bonds, as the property of one Edward S. Brown, said to be in rebellion to the U. S. Government. The bonds mentioned in that proceeding were executed
1170 by certain citizens of Atchison & Leavenworth Counties. I instituted the proceeding, and conducted to final decree. At the time the proceeding was commenced, and until the final decree of condemnation was rendered, and also until the order of foreclosure and order of sale was made, the late Hon. Archibald Williams was judge of the court; Judge Williams was succeeded by Hon. Mark W. Delahay, and I was succeeded in January, 1864, by James L. Emery. Judge Williams, after the proceedings above mentioned were had, made me an allowance of twelve hundred dollars. Subsequently Judge Delahay increased my allowance for services as above mentioned, together with others in confiscation cases against property of others to about, I think, twenty-five hundred dollars. Eighteen hundred and seventy-odd dollars paid me by one check on Clark, Gruber & Co., the remainder of the twenty-five hundred dollars was paid me for services in other cases, but how, I don't now reccollect, whether by check on Clark, Gruber & Co. or not; I can't say; I never knew of any other allowance being made me; I have seen another order on the book for $3,005, but never saw
1171 it or knew of its existance until this examination commenced.

Q. State what, if anything, you have received on the order made by Judge Williams for $1,200.00 and the subsequent order of allowance made by Judge Delahay for $2,500.00, and the third order of allowance for $3,005 made by Delahay, what portion of the amount you received was for services in the cases vs. property of Edward S. Brown; and what if any claim further than you have received, do you make upon the money arising from the cases of Edward S. Brown, or property of other persons, confiscated during your term of office.

On all three of the orders referred to, I think I received about twenty-five hundred dollars, (2,500;) my recollection is that the 1,870 odd dollars paid me by Clark, Gruber & Co., on the check above alluded to, was the proportion chargeable to the fund arising from the confiscation of Mr. Brown's property, and whether the remainder of the twenty-five hundred dollars actually came out of the fund arising from the confiscation of Mr. Brown's property, or not, I cannot say, as I do not know whether the marshal or clerk deposited other moneys with that
1172 firm than those arising from the confiscation of Mr. Brown's prop-

erty. I have no further claim on any fund for services rendered in any confiscation cases.

Q. State whether, if any, moneys, while U. S. attorney, you received from the debtors of Mr. Brown; when, and the amount you received, and to whom you paid it.

I think in November, 1863, Lawrence Kennedy and J. B. Crane sent by me to Topeka, to be paid to the clerk of the district court on account of their indebtedness to Mr. Brown, in the neighborhood of $1,000.00, which I paid to the clerk at that time, taking his receipts therefor, which I delivered to H. Miles Moore, their attorney. I do not remember whether Mr. Morton or Mr. Adams was clerk at that time.

Q. State what services were rendered or would become necessary at the hands of the U. S. district attorney in the various causes against the property of Edward S. Brown, after the final decree of condemnation, foreclosure, and order of sale; and when these condemnations & foreclosures were made, about the time.

A. The foreclosures and order of sale of the debtors of Edward S. Brown were rendered & made on the 5th day of June, 1863, I think.

1173 After rendition of that decree, and making of the order, all that remained for the district attorney to do in the matter was to cause the orders of sales to be issued, to supervise their execution, and to see to the confirmation of the report of the marshal. The order of allowance for $1,200, made by Judge Williams, was intended for compensation for services in cases 140 & 141 alone; that sum not being deemed sufficient compensation, the subsequent order for $2,500 was intended to include the $1,200, and about $600 in addition thereto, as compensation in the cases above named; and the remainder of the $2,500 was for compensation in all other confiscation business. I never saw or heard of the allowance of $3,005 until the same was shown me, after this examination commenced.

ROBT. CROZIER.

Examination of Robt. Crozier, July 22d, 1871.

Being duly sworn, deposes and says:

Q. You will state your connection, if any, with the 1st National Bank of Leavenworth, and whether Thomas A. Osborn, late marshal of the U. S. for district of Kansas, had a bank account with that bank at any

1174 time during the year' 1864 & 1865.

A. I am cashier of that bank, and have been so since October, 1865. I have examined the books of the bank for the years mentioned, and they show no account with Mr. Osborn during that period, and consequently, I think, he had no account during that time. If he had kept an account there during that time the books I examined would have shown it.

ROBT. CROZIER.

Examination of Lyman Scott on the 22d July, 1871.

Being first duly sworn, deposes and says:

Q. You will please state whether you were employed in, or connected with, the banking-house of Scott, Kerr & Co., in the city of Leavenworth, State of Kansas, during the years 1864 & 1865, where you now reside, and what business engaged, and whether Thomas A. Osborne, late U. S. marshal for the district of Kansas, had an account with the banking-house of Scott, Kerr & Co., during the years 1864 & 1865?

A. I was employed in the bank the greater part of those two years. I reside in the city of Leavenworth, and engaged in the bank-
1175 ing business. From the best of my knowledge, he had no account there for the years 1864 & '65. I have examined the books of Scott, Kerr & Co., during the years 1864 & '65, and find no account of Thos. A. Osborn on the books. When I was with the banking-house of Scott, Kerr & Co., I was teller for said banking-house.

LYMAN SCOTT.

Examination of Elisha Deifindorf, July 24, 1871.

Being duly sworn, deposes and says:

I reside in Leavenworth City; have for ten year. My occupation is engineer & Government surveyor. I never permanently occupied the position of draughtman in the surveyor-general's office, but have copied plats in the office. I am acquainted with value of township platts; they are for the benifit of county officers & county surveyors. The township plats are worth two dollars and fifty cents each, full township platts. I should think to make the platts of Pottawatomie County would be worth $50.00. It is among the largest counties of the State.

ELISHA DEIFINDORF.

1176 CLARK J. HANKS, being first duly sworn, deposes as follows:

I resigned as clerk in January 11, '65. I succeeded Mr. Adams.

$300.69 of William Sparks, entered paid to the clerk 21st May, 1864. I do not remember whether I received it or not; money was paid to me time and again by different parties. I do not now remember any particular amount; money was paid to me for fines, and different purposes, as clerk; I received it.

Aug. 6, 1864, deposit in the bank of Clark, Gruber & Co., by your $1,890.16, deposited Aug. 6 with Clark, Gruber & Co.

I do not now know whether that was my individual money, or money belonging to the Government. I do not know whether it was money in the Brown cases.

$2,946.96. I do not know what money that was. Aug. 6 paid to J. L. McDowell same two amounts. I do not know how these amounts came to be paid to McDowell.

I think I was there depositing my own money with Clark, Gruber & Co., as well as the money collected in court, and cannot tell whose money this was.

Q. August 12, 1864, $1,000 drawn by you?

1177 Cannot tell on what account it was drawn; $150 on same day. Do not remember.

Q. 26 Aug. 1864, $50.

I cannot tell anything about it.

29th August, $942.85.

Cannot tell anything about it.

Q. 17 Dec., 1865, $16.85.

Cannot tell anything about it; cannot tell amount of fees I was entitled to in any particular case. My individual fees, according to the decision of the Secretary of the Interior, amounted in all to over $7,000. I do not know how much of them was in these cases. I am not positive the Secretary of the Interior decided it; we had some correspondence about it, and I think he decided it, but I am not positive. My understanding was, when I was clerk, if my fees amounted to over $3,500 in both court', after paying clerk's bill, I was to pay the balance over to

the , and I so acted. I kept no book of the clerk's fees; the fees are shown by the files of the court. The appearance-docket shows the clerk's fees. The criminal-docket shows the amounts of money collected in criminal cases, and the judgment and execution dockets in other cases. I cannot ascertain now where the funds deposited in the
1178 bank came from; perhaps if I was in the clerk's office I could. I do not think that Adams, my predecessor, paid over any money to me.

C. J. HANKS.

C. J. HANKS:

A. I have been sworn on a former occasion in this cause.

Q. When were you appointed clerk, and when did you resign your clerkship?

A. By referring to the records, I find I was appointed on the 22 day of April, 1864, and resigned on the morning of 11 day of Jan'y, 1865.

Q. State why you resigned.

A. I resigned to take the position of prov'st-marshal of Northern Kansas. I had other reasons; my family lived here, and I did not feel like going to Topeka to live; my family were opposed to going to Topeka to live.

Q. State how long, and to what extent, it was known to the judge & other officers of the court that you were offered the position of provost-marshal and intended to resign your clerkship.

A. I cannot tell; it might have been several days. The judge may have known it for two or three days; don't know that I ever
1179 mentioned it to the marshal. I reccommended Mr. Thomas as my successor to the judge.

Q. Why did you reccommend Mr. Thomas?

A. I reccommended Mr. Thomas because he was my friend, and at the instance of Sidney Clarke, Senator Lane, Gov. Crawford, and other gentlemen at Topeka who had known me, the appointment of marshal.

Q. Of what court had Thomas been clerk of before?

A. I did not understand that he had ever been clerk of any court.

Q. State who was your deputy from the beginning to the close of office, and whether he preceeded you or followed you in the office.

A. E. Chesney was deputy when I came into office; was my deputy and the deputy of Mr. Thomas for some months after my term. I think he was deputy for Mr. Thomas; would not be positive about that.

Q. What, if any, of the duties of clerk did you perform?

A. I took general supervision of the office. Chesney did all the writing, except making out the subpœnas & filing blanks, during the term of the court. He kept the records in the journal and appearance
1180 docket, and taxed the costs.

Q. State if you can count from the records the number of folio after the record is made.

A. I presume I could.

Q. Did you make any counts during the time?

When I settled with Mr. Chesney I think we had an occasion to count the folio of the final record; will not be positive of this. I had no occasion to do so for the purpose of a settlement.

Q. On what term and what settlement had you with him?

A. I think I gave him half of the fees of the office. Some of our fees were paid in Washington by draft. Our fees in confiscation cases were paid by the court, with checks on the bank of Clark & Co., with money deposited there to the credit of the court.

Q. Why did you take your fees in confiscation cases in checks on the bank?

A. I hardly know how to answer the question. I suppose it had been the rule with clerks who had held the position before I did.

Q. How were these checks signed?

A. They were signed by the judge of the court, and myself as clerk. I attested the signature.

1181 Q. State where these checks were written?

A. In Topeka, during the term of the court.

Q. Were any of them written, dated, and signed in Leavenworth at any other time than when the court was in session?

A. I don't remember.

Q. State what, if any, money you had in your hands out of the bank at the time you procured the checks to be drawn by the judge belonging to confiscation-funds.

A. I had no funds in my hands of the confiscation cases out of the bank at the time I received the checks; when the money came into my hands from the marshal I paid it into the bank.

Q. Did you deposit in the bank all the money which came into your hands from the marshal in confiscation-proceedings?

A. I did.

Q. In what banks?

A. Clark, Gruber & Co., or Clark & Co.

Q. State, as near as you can, the amount you did deposit.

A. I can't tell that—it has been a good while ago—unless I looked over my bank-book.

Q. Where is your bank-book?

A. I don't know. I think I have it among my papers. I have
1182 had no occasion to use it for some time.

Q. State if you are sure that you kept the bank-book, showing the amounts of moneys deposited by the court in Clark & Co.'s bank in confiscation-cases.

A. Yes, I am sure I did. I don't think I have ever referred to it since I went out of that office. I kept it at my house in Leavenworth City; did not turn it over to A. Thomas, my successor in office.

Q. State if you had any settlement with Clark & Co. about the time you closed your connection with the office, and what it was.

A. I think they made a statement of the amounts deposited by me as clerk, and the amounts drawn out, and the amounts on hand.

Q. Was that balance struck on your bank-book?

A. I don't think it was. I wouldn't be positive about that. I think the statement was sent to the judge or the clerk, Mr. Thomas.

Q. At the time of this statement what was done with the checks which had been drawn?

A. I don't remember. I don't think the bank ever returned them to me. I am positive I never saw them after they were paid.

1183 Q. Have you had any information where they have been at any time?

A. I have not.

Q. Will you produce the bank-book?

A. I have no objection if I can find it. If I can, will produce it at 2 o'clock.

Q. Was the statements furnished of the amounts deposited and drawn out by Clark & Co. a correct statement?

A. Yes, sir.

Q. Where did you keep, and how did you keep, the money in confis-

cation cases by you received between the time you received from the marshal and the time of depositing them?

A. I kept them in my possession. I had no safe in the office or in my house. I brought the money immediately from Topeka here & deposited it in the bank.

Q. State, when you went out of the office, if you gave to your successor, A. S. Thomas, any money received by you in confiscation cases; if so, how much, or what amount had you on hand that you didn't turn over to him?

A. I had no money in my possession belonging to confiscation cases when I went out of office. I paid no money to Thomas. I don't
1184 remember now of ever paying him any money. I am positive *if* did not.

Q. I will get you to look at the act. of Clark & Co., and state when you made the last deposits in the banking-house of Clark & Co.; what you know about those deposits; whether they were made by you in person or some one else; what, if any, money you received after that time in confiscation cases? (Witness is here shown the act. of Clark, Gruber & Co. with the district court.)

A. The account *it* correct, I believe. The deposits made, as appears by that paper, are Aug. 6, two of them, and one of Aug. 10, 1864. I think they were made by myself, but I am not positive. I think I did not receive any money after that time in confiscation cases, but am not positive. There may have been some fees due me which I received after the expiration of my term of office.

Q. Where is Mr. Chesney now, and when did you hear from him last?

A. I haven't heard or had no communication with Mr. Chesney since I resigned. I think he was elected county attorney of Shawnee County. He was a lawyer by profession.

Q. I will get you to look at journal B, page 130, confiscation case No. 204, July 19, 1864, and order of condemnation and reference
1185 to Commissioner Garvey, and state the No. of folio in that order.

A. I suppose it would be called four folios; it is something less, so estimated.

Q. What would be the fee for that?

A. I could not tell you; don't know anything about it.

Q. By what scale did you estimate the clerk's fees?

A. I can't tell now, it has been so long since I have been in the business.

Q. Will you examine journal A, page 478 & 479, and say what the fee will be for that order, according to the scale there entered?

A. Eighty cents for recording order in journal B, to which my attention was called in the preceeding question, by the order it is twenty cents per folio.

Q. Your attention is now called to the appearance-docket B, page 358, where the clerk's fees are entered in confiscation case No. 204, to the item under date of the 19th of July, 1864, referred and extended, three dollars, and say whether that charge is the fee for recording the order of reference No. 204, journal B, page 130, of same dates.

A. I can't answer the question.

Q. Why?

1186 A. From the simple fact that I do not know anything about the schedule allowed by Judge Delahay in confiscation cases.

Q. The records are now shown you; please point out any scale of fees on them allowed the clerk by Judge Delahay.

A. I think our fees were increased at the same time the marshal's fees

were increased. I can't do it; I don't know; I don't know anything about the scale of fees allowed now.

Q. For what services was this $3.00 charged?

A. I don't understand the term he has on the appearance-docket, and don't know what it was for; these records were kept by my deputy.

Q. You will please look at same page of appearance-docket, & same cause, & say what services was the charge in the next of same date, commissioner's report filed, 30 cts.

A. My to that is the same as to the question preceeding.

Q. You will look at the next item in said charge of fees, under date of the 20th July, 1864, condemnation, $5.00, and say for what service that charge was made.

A. Made for condemnation, I presume.

1187 Q. You will please look at journal B, page 151, under date of 20 July, 1864, to the order entered in confiscation case 204, and say if that is the order of condemnation for which the fee of $5.00 was charged. (The journal is now shown to the witness.)

A. I don't know whether it is or not.

Q. You will please estimate the No. of folio in that order.

A. About six or seven folio.

Q. Your attention is called to the next item in the charge of fees on appearance-docket, in the same cause, "final record, twenty dollars," and the records of the U. S. D. C., vol. 1st & 2nd, the one called "final record" in confiscation cases, and the other "final record," vol. 2nd, in the latter of which are entered the "final record" in confiscation cases as well as in the first, and show the final record, if there be any, in confiscation case No. 204 for which the fee of $20.00 is charged.

A. I don't believe I can find it. I don't know anything about the books now.

Q. Did you ever know?

A. I never was posted as to the business of a clerk's office.

Q. You will also look at the fee charged in the same cause, and same page of the appearance-docket, of date 13th Oct., 1864,

1188 "order confirmation, $4.50," and you will also look on journal B, page 265, to the order entered on that page in confiscation case No. 204, and say whether that is the order for which the fee is charged.

A. I can't tell anything about it now.

Q. You will please read that order and say if that be an order confirming a sale which the marshal, by his returns, had shown that he had made.

A. I suppose it is; I am not positive. I guess it is. I don't know whether it is right or wrong.

Q. You will please estimate the number of folios.

A. Not quite two folios; would be counted two folios.

Q. Similar discrepancies occur as to the excess of fees charged over that prescribed by the court, and in charges for final record in confiscation cases, in which no record can be found on the books of the court; in numerous cases, among them No. 145, 156, 161, 164, 172, 178, 188, 189, 190, 191, 192, 193, 194, 195, 196, 199, 201, 202, 203, 204, 206, 208, 209, 210, 211, 212, 215, 216, 217, 218, 219, 220, 221, 222, 223, 226, 230, 235, 239, & 240. Please answer how these discrepancies occurred.

A. I can't tell anything about it.

1189 Q. Have you had any experience as clerk of a court?

A. I never had. In relation to the handwriting that appears

in journal B, Mr. Thomas was in my office several days before I resigned, learning the routine of the duties in the office.

Q. What is your age, and what portion of your life has been spent in the same locality with Judge Delahay, and what knowledge had he of your business life, and what relation do you bear to him?

A. I am 35 years old in November next. I was never with Judge Delahay until sixty-one, at which time he appointed me his clerk in the surveyor-general's office. I was transcribing-clerk. He was surveyor-general for Kansas and Nebraska. I held that position until I was appointed clerk of the United States court for the district of Kansas. Judge Delahay married my sister many years ago, who is much older than I.

Q. You will state for what services the check dated 29 Aug., 1864, was given.

A. It was for services rendered in the confiscation cases, according to fee-bill allowed by the judge.

1190 Q. How was that fee-bill made out, by whom, and what did the judge do to signify his allowance of it, and what was done with it after the judge had signified his allowance?

A. The fee-bill was made out on legal cap paper, I think, by my deputy Chesney. I don't know whether each case was itemized or not, and given to the judge, who approved it by putting his endorsement upon it.

(Here Mr. Osborn proposed to ask questions, which Mr. Green objected to until after the examination of the witness. Mr. Green desired that his questions should be answered by the witness, Mr. Hanks, without interruption.)

And other it paid and gave me that check. It was filed away in the office, I think. He ordered it paid by giving me a check for the money.

Q. Have you ever seen that fee-bill since this check was given, and where?

A. I don't know that I have. I have never had occasion to look at it.

Q. Can you state where you got the money and what was done with it?

A. I drew it myself at Clark's bank. I don't know what I done with it.

1191 Q. I will get you to look on Clark & Co.'s account with the district court—the account filed with the commissioner—to the item marked "Dec. 17, C. J. Hanks, $16.85;" who drew it, and what it was for?

A. I don't remember, but upon seeing the check I find it to be percentage upon the money I handled, which the judge allowed me.

Q. Where was this check dated?

A. I don't know whether it was here or at Topeka.

Q. Upon what sum and what per cent. did the court allow the amt. of this check, and how was the precise sum of $16.85 ascertained to be due you?

A. I don't rem'ber what per cent. the judge allowed. He ascertained the $16.85 by mathematical calculation. I can't tell the amount which I did collect.

Q. In whose handwriting is this check?

A. My handwriting.

Q. How comes it dated at Leavenworth, with the seal of the court attached to it?

They are impressions that I brought from Topeka, the red seals on it. The seal of the court has never been on the paper. The wafers were

brought from Topeka and used by me on deeds which I acknowledged. It was dated at Leavenworth because I was here and the judge was here.

1192 Q. When was the calculation made by which this $16.85 was ascertained to be the amount due you?

A. I presume some time before the check was given; shortly before.

Q. How came this check to be changed from $40 to $16.85?

A. I think that I made a mistake at the time the check was written as to the amount of percentage the court allowed me, and changed it after it was written as it should be.

Q. Then you made the calculation of percentage and not the judge?

A. The first calculation of $40 I presume I made; the last calculation of $16.85 was made in the presence of the judge. He assisted, I suppose.

Q. Do you where—in what house this check was drawn?

A. In Judge Delahay's office?

Where was the office?

One office was over Gruber' bank, corner Main & Delaware sts., and afterwards one on Delaware st., bet. 3 & 4, in Duffy's building. I think the one in Duffy's building the first one we had.

Q. State who besides Judge Delahay and yourself officed in Duffy's building.

A. We officed with the U. S. marshal, Thos. Osborn, over

1193 Gruber's bank.

Q. Can you state how much money was to the credit of the district court in the bank of Clark, Gruber & Co., at the time the check for $16.85 was drawn by you?

A. I don't think I can.

Q. Will call your attention to $1,000 on the account of the bank, 12 Aug., 1864. State who drew that and what was done with the money and what it was for.

A. I don't remember. I don't know who drew it, whether I drew it or not; nor do I know what went with the money; what money I drew was drawn on account of fees, by check of the judge, and myself as clerk.

Q. On the same date, 12 Aug., 1864, your account shows that you got $150.00 more; state how that *what* got, and why you drew $1,000 on one check and $150 on the same day on another.

A. I don't remember.

Q. On the 26 of the same month the account shows $50; state how that was gotten.

A. I don't remember; I suppose it was all got by the order of the judge—I mean check of the judge—countersigned by myself.

Q. The same account shows on the 29th of Aug., 1864, you received $942.85; state what you know about that.

1194 A. My answer to that is the same as the preceeding answer.

Q. Did you get the money?

A. I did.

Q. What was done with it?

A. I don't know what I done with it; spent it, I guess.

Q. State why in the month of Aug., 1864, you drew, if you did draw it, that money.

A. I don't remember.

Q. Are you acquainted with E. C. K. Garvey, commissioner of the district court, and what was he engaged in as commissioner of the court while at Topeka?

A. I know Mr. Garvey; I think he is a lawyer by profession; he had an office there practicing law; he was living at Tecumseh. I think he moved into the hotel about a month before I resigned; would not be positive about that.

Q. State what, if anything, you know about a pair of black ponies, harness, & carriage, or any part of this property by Judge Delahay, in 1864, to Mr. Garvey—the bargain, price, and how it was paid.

A. I think that Judge Delahay sold a span of horses & carriage to Mr. Garvey; will not be positive about it. I don't remember any-
1195 thing of the particulars of the trade. I don t remember the price. I don't how it was paid; I may have knew at the time but don't remember now.

Q. Can you state whether the carriage was sold with the horses, or whether it was sold at all?

A. I don't think the carriage went; don't think it was sold at all. I think it was sold to some man in South Leavenworth.

Q. State if during your term of office as district clerk, or within one year before your appointment, or during 1865, after your resignation, there were any purchases or sales of real or personal property, or any mo*men*tary transactions between yourself and Judge Delahay; and if so, state what.

(Mr. Osborn objects to the question. The commissioner decided that the witness should answer as to any transactions during his term of office, and not as to any other before or after his term of office.)

A. I don't remember of ever having any transactions with Judge Delahay during my term of office to amount to anything. I don't remember of any sale of real or personal property between us.

Q. What do you mean by transactions to amount to anything?

1196 A. I believe we were interested in a lot valued at $125.00. I don't think there was any money passed between us in that transaction. I don't remember of any other.

Q. State if you had any individual bank account while you were clerk, and where you kept it.

A. I had an individual bank account with several of the banks; was not confined to any one place.

Q. What banks?

A. Scott, Kerr & Co.; Gruber & Co.; Clark & Co.

Q. Did you keep your accounts at the several banks at the same time?

A. No, sir.

Q. State, Mr. Hanks, what have been since the 10 of Jan'y, 1865, and now your pecuniary situation with reference to owning more property than is exempt by law from execution?

(Objected to by Mr. Osborn.)

A. I had several thousand dollars in 1865; it was not in property, but in the grocery business; since 1865 I haven't had very much—anythin g that was liable to execution. I went into the grocery business after I went out of the provost marshal's office in 1865.

Q. Can you be more definite as to the number of thousands of dollars with which you went into the grocery business in 1865, and with whom were you a partner?

1197 A. I could tell the exact amount. I had some eight or ten thousand dollars in cash. I was in business with Maj. Hopkins.

Q. State what capital you had when you became clerk of the court.

(Objected to by Mr. Osborn and the witness. Commissioner sustains the objection.)

(Edward S. Brown, by his counsel, except' to the ruling of the commissioner, because objections to questions and answers on account of competency or relevancy are matters to be decided by the court and not by the commissioner.)

Q. What proportion of this eight or ten thousand dollars came into your hands while clerk of the district court?

A. I can't till.

Q. Did any portion of it come from other sources than the moneys which came to your hands while clerk of the court and as clerk of the court?

A. It did.

About what proportion, about as near as you can state?

I cannot say. I suppose the records will show what I got.

State if you have made a search for this bank-book showing the moneys deposited to the credit of the district court, of which
1198 you spoke in the former part of your examination, and what search you have made.

(Objected to by Mr. Osborn.)

A. I made a look for it and couldn't find it. It may be among some of my papers.

Cross-examined by Mr. Osborn:

Q. Were the accounts on which you paid out money in confiscation cases ordered to be paid by the district court, and were they paid on bills made out in the same form as other bills against the Government forwarded for payment to the Treasury Department at Washington?

(The counsel for Mr. Brown objects because there is no record produced of any order of allowance by the court, nor of any bill or writing purporting to be a fee-bill allowed by the judge, either in term time or vacation; because the question is leading & shows that there is better evidence for the facts sought to be proved by poral. Objection overruled.)

A. They were paid in that way.

Q. At whose suggestion were you, if you know, subpœnaed in that examination?

A. I don't know anything about it.

C. J. HANKS.

1199 JUNE 16.—A. M. CLARK sworn.

The account is a correct account of the transaction of our banking-house with district court of the United States for the district of Kansas. (Account shown witness.) The account is correct according to our books. The sums of money shown in the credit side of the account was deposited in our banking-house. I cannot tell by whom the deposits were made, except that our books show the deposits to have been made by the persons whose names appear on the account as depositing the same. I cannot tell whether the various amounts paid out were paid to the persons to whom the same are marked on the debit side of the account as having been paid to. The payments were all made upon checks, according to the books. All I know is what I get from the books. I have none of the four vouchers mentioned Feb. 19, marked R. S. F. I have check of C. K. Garvey, $10, July 29, 1864. May 7, 1864, check to same, $87. To J. S. Emery, April 23, 1864, $80. That is all I have. I have one to F. G. Adams for $287.34, dated May
1200 24, 1864; one Aug. 29, 1864, C. J. Hanks, or order, $942.85; one Dec. 17, 1864, to C. J. Hanks, or bearer, $16.85; one to J. S.

Emery, Aug. 29, '64, for $1,205.67; one Aug. 29, 1864, to Thomas A. Osborn, $1,934.61; January 27, 1866, Thomas A. Osborn, $265. That is all.

(Mr. Clark is asked to let the above vouchers or checks, which are produced, be left with the commissioner, and that he retain copies of the same. He expresses that he wishes to retain the originals, but will give copies.)

Question by Mr. Brown. Why do you object to leaving the originals with the commissioner, to be inspected by him and used as evidence, and be returned as such to the court, retaining copies yourself?

Answer. I prefer to retain the originals myself, for the reason that I want them.

Question. Please state what use you want to make of the original papers which you cannot make of copies.

Answer. I don't know as there is any use I can make of the original papers that I cannot make of copies.

Question. Do you wish to retain these original papers on account or at the instance of any other person or persons whose names appear on such papers?

1201 Answer. I do not.

Question. Has any person requested or suggested to you not to surrender the original papers?

Answer. No, sir; it is done at my own suggestion.

Question. Have you had any conversation with any person, prior to the production of these papers before the commissioner, in regard to your retaining said papers and withholding the same from the inspection of the court?

Answer. The only conversation I have had with any person that I remember about, was with Mr. Helm, our atty., if I shouldn't retain those papers. He told me it made no difference whether I retained them or not; I could do as I pleased about it, and I believe added, I might as well give them up, they were of no use to me; and I said I believed I would keep them unless the court compelled me to surrender them.

Question. Please state whether you now insist on retaining the originals for your pleasure or your profit.

Answer. I don't know that it is for pleasure or profit; it certainly is not for pleasure, and I do not know whether it is for profit

1202 or not.

Question. The first check in date produced by you is April 23, 1864. Will you look at this check and tell us in whose handwriting is the body of said check?

Answer. I don't think I know the handwriting. I could not say whose handwriting it is.

(The commissioner here requires these original papers be left with him to be filed with his account for the examination of the court. The order is complied with.)

As to vouchers of the first four debits, I cannot tell whose they are. The first four vouchers were returned by a Mr. Farris, who was then our bookkeeper; the balance was struck by him and the vouchers returned, as shown from the books. I know nothing except by the books. According to the custom of our bank the checks would be returned to the parties who drew them, or their agents. The checks, I suppose, were drawn by Judge Delahay. I see none except those drawn by him. I saw Mr. Farris in New York about three weeks ago. I made no effort to obtain these checks through Mr. Farris. He has not been in our house for five or six years, and I did not know where he was

until I met him the other day. I was not. by
1203 Mr. Brown some two years ago to get in those evidences on which payments had been made by the banking-house, that I remember of. I don't recollect particularly about those four vouchers. I have time to gather up all the vouchers. I applied to all the persons that I thought would probably have the custody. I think I applied to J. L. McDowell, C. J. Hanks, T. A. Osborn, and I think Judge Delahay, but am not sure that I asked Judge Delahay, but am sure I asked Hanks, because he was the last clerk of the court, and I presumed he had charge of the papers. I failed to get any of the papers except those before the commissioner; four or five of them I had before. I do not know that Robert Crozier had any connection with this. I do not know that J. T. Morton had any connection with this fund in the banking-house except what the books show. I do not know that J. H. McDowell had any connection with this fund, nor John C. Douglass. I do not know any reason why payments were made to these men. I do not know whether there was a book furnished by the parties on which entries were made if the deposits and payments at the time this account was opened
1204 with the bank or not. It is usual to furnish a book of the It is usual to check off on such book the checks or vouchers before such checks are surrendered by the bank. Such book is usually retained by the parties. I have made no effort to procure from the parties such book; it belongs to the depositor. There was no voucher on which the payments were made except the checks which have been surrendered to the depositor. I suppose the checks were returned to Mr. Hanks, or to some deputy connected with the court. I suppose the check of April 28d, 1864, was paid to Simpson Bros. The check of May 7th, 1864, I suppose was paid to Mr. Garvey. The writing on the corner of check of April 28d, 1864, "District court of Kansas act.," is in the handwriting of one of our clerks; the same as to handwriting on check of May 7th, '64. I think the charges of May 27th, of $200 and $250. I do not know who the bearer was. I do not know of any connection of the persons whose names appear on the account other than the officers of the court, with the fund on diposit, and I do not know that any such persons got money from the bank, of my own knowledge. I do not know anything about the checks on which the $2,946.96 and $1,890.15 were paid to J. L. McDowell. The firm of Clark, Gruber & Co. was composed of Austin M. Clark, Milton E. Clark, and E.
1205 H. Gruber. That firm was dissolved, I , April 10th, 1864. I do not know where Mr. Gruber now is; he is insolvent.

After the dissolution of the firm of Clark, Gruber & Co., the firm was continued by Clark & Co., composed of the above-named Clarks, till when J. C. Stone became a member of the firm.

June 26, '71.—E. C. K. GARVEY sworn:

I acted as U. S. comr. in confiscation cases under the appointment of Judge Delahay. It was up to Mr. Williams' time. I acted as commr. in I don't know how *how* many cases. I went to Atchison & Leavenworth in the matter of my office. I may have gone to some other places. I don't remember what cases I went to Atchison or Leavenworth in. Can't tell what examination I made at the record office at Atchison or Leavenworth. I was at the office. A young man named Chesney drew my reports for me. I do not know how many I signed that he drew. I drew some myself. The reports I think were filed in the court. I got one pair of black horses from Judge Delahay. I don't recollect the amount I paid for them. I gave him 40 acres of land near To-

1206 peka, & one order on Hanks for fees for the land. I sold the land to Chesney and took an order on Hanks for $500 fees due Chesney, and gave this to Delahay for the horses. I think I bought the horses for $800, and gave Judge Delahay an order on Hanks for the balance out of my fees. I don't know how it was fixed. I know I got the team and gave a deed for the land. I think I got $50. I think Mr. Delahay told Mr. Osborn to let me have $50. I can't tell where the recorder's office in Atchison was at that time. It was the balance over the price of the land that I gave Judge Delahay an order for fees for. I think my whole fees were $1,700. I discounted my fees. Mr. Chesney & myself prepared my fee-bill', and Judge Delahay approved them. Judge Delahay wanted I should make no larger bills than those allowed by Judge Williams. I think the bill for about $1,700 was filed in court. This bill was made out after the horse trade. I can't state how long after. The horses were black ponies. I don't know how high they were. I don't know the height of any horse. I think one of the ponies got lost and was taken up. I don't know what 'came of the other.

About the other $1,400. I don't know how I got that. I got
1207 $200 once from Hanks. Mr. Delahay gave me a check on one of the banks here for some amount; it was sent to me in a letter. I think it was $80. I suppose I drew the money from the bank. Delahay never gave me any money. I think Hanks gave me a $200 bill in cash. It was a $200 bill. I don't know whether it was a greenback. I don't know what banking-house I got the money on the check Judge Delahay sent me in Topeka. I don't know of whom. That is all the check I remember of having. At that time I was drinking pretty hard and do not recollect what occurred.

(A check is here shown the witness for $87, dated Leavth., May 7th, 1864.)

He answers he does not know whether that is the check. That check is in Judge Delahay's handwriting.

(Another check is here shown witness, dated July 29th, '64, for $110.)

Witness says he cannot say whether he ever saw it or not; he does not recollect anything about it.

I got all my fees. I sold some of them to some person; I don't know whether to Mr. Hanks or not. If the cancellation of the stamps are my writing, I was drinking at the time. Mr. Osborn gave me $50, in the office over Gruber's bank; I needed some before I got fees. The first
1208 money I got was $87, a check sent by Judge Delahay in these confiscation cases. I think Hanks showed me some. He paid me what I was willing to take for the balance of my claim.

(Witness is here shown a report filed April 11th, 1864, in case No. 160.)

Says I have no recollection of what I did under the order. I can't tell whether I ever got the certificate mentioned that report or *or* not. I think the report is in Mr. Chesney's handwriting; the signature is in my handwriting. I don't know who altered the figures. I don't recollect being at Paola, Olathe, or Fort Scott, attending to this matter, or that ever I was there. Atchison & Leavenworth are the only places I remember of having been at. I can't tell how it was ascertained; how the amount of $87 was ascertained in May, 1864.

(Witness is here shown paper filed April 13th, 1864, in No. 167, and asked in whose handwriting it is, and says he thinks it is in Mr. Chesney's handwriting, but the signature is in his own handwriting.)

Questions by commissioner:

The cases of Shields, Lowe, McLean, & Kelley, Nos. 170, 173, 178, &

171, were referred to you on the 23d day of May, 1864, by an order
1209 of the court, and you reported them on the 24th, the day after their reference. What did you do on these cases from the time of the reference to the time of the report?

A. I don't recollect anything about it. I think there must be some mistake in the dates. I can't recollect anything about what I done in those cases.

(Mr. Garvey, by his counsel, objects examination of papers in other cases, with reference to fees obtained by the commissioner, on the ground that having been obtained by him as commissioner, the presumption is on the face of the papers that having been paid, the fees of the commissioner were allowed by the court till proved to the contrary. The objection is overruled.)

Journals A & B of the records of the court are here shown the witness, and he is asked to show any order allowing him the fees.

He answers that every bill allowed him was ordered by the court. I was at Leavenworth two or three times in the business, and in Atchison two or three times.

The witness' attention is called to case No. 172, and he is asked to state how he managed to make the fees in that case $25.

He answers that he does not know; he thinks the report is in the handwriting of Mr. Chesney; it is signed by him; don't recol-
1210 lect how he managed to make his report on the 24th day of May, when it was referred to him on the 23d day of May.

His attention is then called to case 174, referred to him on the 24th, and reported on the 25th.

I had some witnesses to examine in that *that* case to show whether Mr. Hunter was a rebel. I found that John Gage had a tax title on the land, because he told me he had, and I found it by the records. I think the report is in Chesney's handwriting. Case 175. I don't recollect anything about what I done in that case. I think the writing is in Chesney's handwriting. 176. I don't think the fees are $20. I don't recollect anything about the case.

Do you know now, or did you then know, where this land lays?

I think I did then, and do now. It laid north of Tecumseh. My recollection is that no fees were entered on the report in these cases. I made out a bill and presented it to the court, and had it allowed. The handwriting in the report is that of Mr. Chesney. I can't tell how the fees came to be $20. The only handwriting I recognize on the paper is my signature. No. 197, date July 19th, order of court made on the 19th & reported 19, witness thinks the handwriting is Mr. Chesney's.
1211 I got the printing done. I believe I had a printing myself at the time. Reported that he had examined the records of Johnson & Douglass. 198. Referred and reported on same day. Witness says the writing is Chesney's; he does not know what he did with it. I think I gave Chesney the same price Mr. Hanks was giving him, half the fees; I mean half what the court allowed me. I don't know how I paid him. I think I gave him an order on the clerk for his share of it. Mr. Hanks was clerk at that time. Mr. Adams was clerk part of the time. I have not drank any for the last five years.

Q. Up to what time did you drink?

A. I can't tell; some four or five years ago. I was drinking at time these services were rendered, and continued for some time after, but don't remember when. I have had no conversation with any of the officers of the court about my testimony in this case that I remember. In 1864 I was practising law, hotel-keeper, kept the Topeka House; part

of the time I kept the Topeka House, and part of the time I was on my farm; and in 1864 I published the Topeka Tribune. I think I was not keeping the Topeka House in May, 1864. I am 59 years old. My health is very poor. My memory is bad; a transaction that occurs up town I cannot remember till I get home. A good portion of the time I
1212 have been under medical treatment—about four years. The fee-bills were all allowed by the district court.

(This evidence objected to by Mr. Brown.)

In 167. In some instances, before the proceedings were commenced, I was ordered by the court to make these examinations.

Q. Have you not received orders in different cases to examine into the property of supposed rebels, which you obeyed, and were ready to report on before the order was put upon the record?

(Question objected to.)

I recollect that was the case in some cases. Judge Delahay said he did not want any case taken up that there was no merits in. I cannot designate the cases in which this occurred, but I think it did in the Hunter case for one. I mean that he did not want the cases taken up unless the property was there and the man a rebel.

I think I got some harness with the ponies, and was to have gotten a pole. My impression is I got a carriage too—all for the $800.

E. C. K. GARVEY.

Witness claims fees for 65 miles and return, (130 miles,) and witness fees.

1213 Examination of MILTON E. CLARK, the 19 of July, 1871:

Being duly sworn, deposes as follows: I was a partner of the late firm of Clark, Gruber & Co., bankers, in the city of Leavenworth, State of Kansas, and am also a partner of the banking-house of Clark & Co., successors of Clark, Gruber & Co.

He is here shown the account of James L. McDowell with Clark, Gruber & Co., and their successors, Clark & Co., from the 5th of Nov., 1863, to the 18th of April, 1865, and is requested to state whether he has compared the items in that account with the books of Clark, Gruber & Co. and Clark & Co., and if so, say whether that is a correct statement of said account, as appears from said books, and whether the persons to whom checks or drafts are payable on said account are such as appear from said books.

A. I have examined the books mentioned, and find this a correct statement of the account from the books; they appear to be payable to the persons mentioned on the account—payable either to their order or bearer. When a check is made payable, specifying the name of a person, or to his order or bearer, the name of such person appears
1214 on the books as payee; when the check is simply made payable to bearer, then the word bearer would appear on the books as payee.

Q. You will please look at the account of Thos. A. Osborn with said banking-house of Clark & Co., and say whether that is a correct account, as appears from the books of said bank.

A. I have examined this account, and have compared it with the books, and find it correctly stated; there is no other account of the said Osborn with either of the said banking-houses than the one stated.

Mr. Clark is shown the account of C. J. Honks with said banking-house, and is requested to say whether the same is correctly stated from the books of said banking-house.

A. I have examined the account, and compared it with the books, and find it to be correctly stated.

Mr. Clark is shown the account of M. W. Delahay with Clark, Gruber & Co., and their successors, Clark & Co., and is requested to state whether the same be correct.

A. I have examined this account, and compared it with the books, and find it to be correctly stated.

1215 Q. Your attention is called to the item of the 29th of August, 1864—to the credit given in said account to M. W. Delahay "Int. on dis. ct. Kansas act. $195.30;" you will please state whether the entry so appears on the books of said bank.

A. I find the entry on the books as stated in this account.

Q. Mr. Clark is shown a paper headed extracts from entrys in journal of the banking-house of Clark, Gruber & Co., and their successors, Clark & Co., and is requested to state whether said paper is a true statement of the entrys of deposits in said banks, & checks or drafts on said banks to the credit or debit of the persons named at the respective dates given in said statement.

A. I have examined it, and compared it with the books, and find it a correct statement; that the deposits and checks, or drafts, as appear on said paper, are correctly copied from said journals.

Your attention is especially called to the item under date of the 29th August, 1864, "Delahay, M. W., int. on dis. ct. Kan. act., Nov. 3, '63, to Aug. 29, '64, $195.30," and say whether the entry thus appears on the journal.

A. I have examined the journal, and find the entry as here copied on this statement.

And further deponent saith not.

MILTON E. CLARK.

1216 Q. Milton E. Clark is further asked whether the books of Clark, Gruber & Co. and Clark & Co. were kept with care and accuracy, and whether James L. McDowell, Thomas A. Osborn, C. J. Hanks, and M. W. Delahay settled their accounts with said banks as they were kept on said books.

A. I am satisfied that the accounts were correctly kept, and that they were balanced and settled as they were kept on the books.

And further deponent saith not.

MILTON E. CLARK.

1217 *James L. McDowell, in ac. with Clark, Gruber & Co., and their successors, Clark & Co.*

1863.		Dr.		1863.		Cr.	
Nov.	17	County tax	255 25	Nov.	5	Balance	7,006 24
		Mrs. B. Miller	50 00	"	"	cy	200 00
	11	Self	1,000 00	Dec.	1	cy	1,000 00
		E. Varney	140 00	"	5	cy	794 34
	17	D. T. Gilmore	75 00				
	"	do	75 00				
	18	C. Clarkson	100 00				
		Col. Cooper	192 00				
	20	B. M. Ruggles	285 00				
	21	Burgess	14 10				
	25	Chauncy J. Tilley	40 00				
		H. Newman	123 68				
	27	Wilson & Estes	100 00				
	30	D. H. Gilmore	125 00				
		James Breanard	100 00				
Dec.	1	A. H. Beard	56 00				
		Thos. Mathewson	25 50				
		L. C. Wilmot	13 50				
	2	James Brenard	30 00				
	3	J. C. Bell	27 00				
	4	D. T. Bliss	24 00				
	5	Theo. Mills	32 00				
	"	C. Clarkson, jr	250 00				
		M. W. Delahay	300 00				

1218		James Bernard	93 00				
		C. C. Clarkson, jr	50 00				
		M. W. Delahay	136 65				
		Self	200 00				
		E. Baker	34 00				
		D. W. Dailey	29 50				
Dec.	5	W. W. Clemon	34 00				
	7	Madison	25 00				
		Dan'l Gilmore	30 00				
		J. B. Whittaker	30 00				
	9	Karpp	50 00				
	10	Bunker	18 00				
		J. C. Manse	17 00				
		Smith & Farnham	150 00				
		E. Bodwell	34 00				
		Lewis Cogston	34 50				
		J. B. Billings	49 00				
		Jno. Stewart	34 00				
		J. B. Billiugs	100 00				
	16	Self	25 00				
		F. Byers	79 49				
	17	Geo. Ludington	30 20				
		H. G. Young	34 10				
		Safford	101 00				
	18	Baldridge	5 00				
	21	J. L. McDowell	3,121 80				
	22	M. B. Crawford	224 00				
		S. W. Ovrbalt	21 00				
	23	J. C. Hemingray	150 00				
1219	24	J. C. Grit	8 00				
	26	S. W. Reynolds	50 00				
		C. C. Blodgett	72 23				
	30	Thos. Plowman	168 40				
		C. C. Clarkson, jr	325 00				
1864.							
Jan.	4	E. Booker	90 00				
"	6	Col. Brown	40 00				
"	7	D. Hoverhalt	100 00				
Jan'y	7	Douglas Co. treas	51 97			Amt. over	9,000 00
	8	H. L. Pinnock	252 28	Dec.	21	cy	3,100 00
"	11	C. F. Briggs	7 68		23	cy	100 00
	12	Anderson Co. treas	92 88	1864.			
		Marshall Co. treas	85 25	Jan.	4	cy	1,140 00
	13	C. C. Clarkson, jr	100 00	"	19	cy	400 00
	14	Mrs. Crumb	12 98				
	16	Franklin Co. treas	34 85				
	18	C. C. Whiting	88 00				
	19	Doniphan Co. treas	16 70				
	20	L. B. Wheat	769 00				
	22	Nemaha Co. treas	156 00				
	25	Moore & Craig	45 00				
	26	D. Carmichael	14 90				
	30	S. S. Cooper	80 65				
		Do. do.	54 67				
Feb.	1	Balance	2,650 67				
	77	Vs. ret'd C	13,740 38				13,740 38
1220 Feb.	5	Madison Co. treas	12 48				
	8	H. M. Robinson	100 44				
	9	Jackson Co. treas	39 32				
		Do. do.	241 82				
		D. S. Gilmore	200 00				
	11	W. T. Shively	500 00				
	16	Geo. H. Keller	185 00				
		D. S. Gilmore	44 00				
		Self for clk. dis. ct	441 00				
	24	Stettaner & Bro	210 00				
	26	J. M. Sponable	24 13				
M'ch	1	J. C. Morrill	100 00				
		Gen'l Scott	86 47				
	11	Record deed	23 40				
M'ch	12	Jackson Co. treas	463 40	1864.			
		J. L. McDowell	150 00	Feb.	1	Balance	2,650 67
		Orvin Duffy	10 00	"		cy	400 27
		J. Francis	15 00		15		5,000 00
		Self	150 00	Apr.	29		608 76
		C. C. Clarkson, jr	97 50				
		J. Hortman	130 00				
		Fenian Broth'd	25 00				
		J. L. McD	450 00				
		C. Longwood	400 00				
		Plummer & Bro	51 14				
		C. F. Briggs	75 00				
Apr.	2	H. W. Ide	200 00				
1221		W. W. McCraw	250 00				
	4	C. C. Clarkson, jr	191 50				

	5	Mrs. McCraw	25 02				
		A. S. Mead	100 00				
	8	Beaver	8 00				
	9	Col. Elithrop	1,500 00				
	13	Chas. Robinson	75 00				
		Wm. Coniter	15 00				
	16	Int. on ⅜, Apl. 15, '64	12 84				
	18	Smith & F., ck	100 00				
		Capt. Lockwood	9 00				
	19	Park. Stg. Agent	40 00				
	27	Wm. Brickinwalt	28 00				
	"	Wm. M. Mitchell	120 00				
	28	C. C. Whiting	200 00				
	30	Joseph Clark	153 00				
May	2	Bearer	75 02				
	3	C. C. Clarkson, jr	90 00				
May	11	E. Fenton	14 00	June	23	Dep. by Geo. D. Lander	4,305 92
	16	Thos. Baker	300 00		28	cy	100 00
		N. Bernsclaw	58 00	July	9	Balance	2,017 48
	17	K. Carmichael	100 00				
	18	Dr. Clark	10 50				
	19	Weller	50 00				
	23	Treas. Mo. Co	68 92				
		Leak & P. & S.	40 00				
	25	M. A. Soper	15 00				
	26	C. C. Clarkson, jr	25 25				
1222 June	13	Leonard Lake	8 00				
	14	Johnson Co., Record	1 25				
	16	L. F. Husey	12 50				
	17	M. Monks	409 50				
	18	S. R Weed	24 22				
	22	Col. Grant	10 00				
	23	Dr. Waugh	67 00				
	"	J. C. Larris	12 00				
	"	Thos. Baker	9 91				
	"	J. Dugan	807 80				
	24	Mr. Taggert	141 93				
	25	Namaha Co. treas	102 88				
		Jno. Dugan	254 45				
		Do. do	51 09				
July	1	Peck	1 20				
	2	Drake & Bro	49 85				
	8	W. H. Monks	520 37				
	71	Cks. ret'd Farris	10,583 10				10,583 10
July	9	Balance	2,017 48	July	29	Yr dft. on Sturgeon	220 00
		Diefendorf	102 00	Aug.	2	Balance	3,834 36
		Rev. stamps	1 42				
	12	C. F. Briggs	2 70				
	14	Clark & Co.	41 35				
	16	G. A. Desanno	40 00				
	18	F. C. Smith	15 00				
		P. Thomson	5 00				
		Jno. Moffat	7 50				
		Pract	24 00				
1223	21	Dr. War	65 00				
	"	Gelsteim	350 00				
	"	Monks	500 00				
	"	J. Dugan	5 00				
	"	Co. treas., Lyons Co	3 80				
	22	Int. on ⅜ July 1	128 53				
	25	Atchison Co. treas	17 58				
		Dattler	25 00				
		Elithrop	35 00				
Aug.	1	R. Beard	25 00				
			4,054 36				4 054 36
Aug.	2	Balance	3,834 36				
	3	Bulletin	25 00				
	"	Int. on ⅜ Aug. 1	36 06				
	8	W. Monks	250 00				
	"	J. Brown	55 00				
		Do.	55 00				
	9	A. Collier	55 00				
		Grenespind	55 00				
	10	C. J. Hanks	2,755 00				
	13	Gelestine	250 00				
	17	Bulletin	100 00				
Aug.	18	Gelestine	672 79				
		S. J. Dowah	159 00	Aug.	8	By dft. for C. D. 6,415.66, 9c %	6,030 73
		Do. do.	102 00				
	25	Briggs and Selway	21 40	Sep.	20	cy	688 51
	27	S. J. Dawah	70 00		21		130 00
	30	J. S. Weaver	200 00		22		85 00
	31	Dr. War	65 00	Oct.	27	Mistake	400 00
1224 Sep.	2	A. A. Weller	90 00	Nov.	1	City scrip, 102 int., $3.40	95 20

"	"	Dillworth	95 00	3	$125 @ 90 %	11 30
"	"	J. C. Gordon	17 00	7	$65.00	58 50
"	7		18 00	10	$100	90 00
		Caldwell	10 60	14	$500	456 30
		Cuisine	18 00	15	204	184 50
		Int. Aug. & Sep.	36 36	"	121	111 50
	9	Times	10 00	17		161 10
	10	D. Brown	25 00	18		90 87
	12	A. McCune	113 45	Dec.	7 $125 @ 95c	118 75
	17	Bailey	30 00	1865.		
	20	J. Laggett	90 00	Jan.	18 Dft. left by Mrs. Atwood	20 00
		Self	30 00	Feb.	25 Dep. by D. R. Smith	160 00
	22	Self	25 00	May	4	1,538 50
		Jackson Co. Treas	23 57			
		Do.	122 04			
		Do.	100 75			
	23	A. Mastings	42 00			
	23	Bearer	55 00			
Oct.	21	Int. on $\frac{3}{4}$c Oct	40 37			
"	27		400 00			
	29	Be	79 00			
Nov.	30	Scrip ret'd	67 50			
1865.						
Feb.	16	Co. Treas. Anderson Co	8 45			
M'ch	1	Income-tax	192 96			
Apl.	18	Ck	48 38			
			10,549 51			10,549 51

1225 *Thos. A. Osborn in acc. with Clark & Co.*

1864.		Dr.		1864.		Cr.	
Sep.	16	J. Brown	425 00	Aug.	26	Dist. ct. Kansas	1,895 87
Oct.	6	A. J. Shannon	5,000 00	"	29	Dist. ct. Kansas	1,934 61
"	8	1st Nat. Bank	199 00	Oct.	4	cy	2,200 00
"	27	Self	100 00	1865.			
Nov.	11	M. Weightman	84 00	Oct.	13	Fees Call Walker	243 35
"	19	R. K. McCartney	42 00				
		Self	100 00				
Dec.	2	Harvey Allen	60 00				
Jan.	19	Self	20 48				
1866.							
Jan.	9	A. S. Thomas	243 35				

1226 *C. J. Hanks in acc. with Clark, Gruber & Co., and their successors, Clark & Co.*

1863.		Dr.		1862.		Cr.	
Jan'y	5	Ck	810 00	Dec.	15 By cy		810 00
					23		1,000 00
1864.				1864.			
Aug.	6	Cr. dist. ct. Kansas	1,890 15	Aug.	6	ck	1,890 15
"	"	" " " "	2,646 96	"	"	"	2,646 96
Aug.	12	Delahay	500 00	Aug.	12	cy	1,000 00
"	30	Self	150 00	"	26		50 00
Sept.	3		1,000 00	"	27		100 00
	17	Balance	1,492 85	"	29		992 85
				"	13		1,000 00
	3	Vs. r't'd Ferris	3,142 85				3,142 85
Oct	4	Bearer	57 50	Sep.	17	By balance	1,492 85
"	25	Self	25 00				
		J. W. Crancer	22 50				
Nov.	2	Bearer	6 00				
"	"	Bearer	12 00				
"	3	S. N. Latta	1,253 46				
	4	Balance to folio	116 39				
	6	Vouchers ret'd Patton	1,492 85				1,492 85
Nov.	4	H. E. Curtis	22 75	Nov.	4	Bal. from folio	116 39
"	12	Self	31 00	1865.			
Dec.	5	Bearer	9 40	June	2	cy	8 76
"	"	Bearer	12 00				
"	9	A. Cohen	50 00				

1227 *M. W. Delahay in acc. with Clark, Gruber & Co., and their successors, Clark & Co.*

1863.		Dr.		1863.		Cr.	
Nov.	5	To balance	481 85	Dec.	5	..... cy	126 65
"	"	Int. on acc	15 00	M'ch	29	.....	100 00
"	"	Myself	20 00	"	31	.....	100 00
Dec.	4	M. W. Delahay	126 65	1864.			
1864.				Ap'l	14	Bal. ass'd by A. M. Clark	566 85
Ap'l	5	Forman	70 00	May	18	..... cy	1,200 00
"	8	Ætna Life Ins. Co	104 16		"	Bal. acc. A. M. Clark, trans'd.	1,251 65
"	9	M. W. D	10 84		20	..... cy	40 00
	"	" " "	15 00				
"	12	Rice & Co	50 00				
"	25	M. W. D	30 00				
May	2	McGonigle	20 00				
"	"	Self	20 00				
"	"	Telegram	4 25				
"	3	Kelley	55 00				
"	6	Brace & B	10 00				
"	13	Jno. Gnubrel	20 00				
"	"	Self	5 25				
		Jno. G. Stouts	4 75				
	14	Warren & Co	5 00				
	16	M. A. Cortes	8 00				
	"	Self	10				
		J. C. Blaine	10				
	18	Mr. Lyon	10				
	19	Smith & Co	20				
1228		Lobies	10				
		Self	5				
	20	A. Reed	20				
	"	Miss L. H. D	25				
	"	Levi	5				
		Hastings	5				
May	2	By balance	2,189 40				
		29 vouchers ret'd	3,385 15				3,385 15
"	21	Self, ck	30 00	May	21	By balance	2,189 40
		Self, "	7 00				
	25	Chorris & Co	12 50				
	27	Self	600 00				
	28	County treasurer	43 33				
		Anthony	30 00				
	30	Grant & P	10 50				
	31	Mrs. Delahay	35 57				
June	27	Do. do.	50 00				
July	13		18 30				
	21	W. E. B. Delahay	25 00				
	11	Vouchers ret'd Ferris	1,327 20				
			2,189 40				2,189 40
July	1	Jas. Brown	250 10	July	25	By balance	1,327 20
		Dr. Logan	40 00	Aug.	9	..... cy	300 00
Aug.	1	R. S. Richards	35 00	"	12	..... cy	500 00
	5	Jas. Brown	10 00				
	"	W. E. B. Delahay	50 00				
	6	Self	10 00				
	8	Mrs. Suption	30 00				
	12	Self	5 00				
1229	13		1 25				
	15	E. H. G. & Co	50 00				
	17	C. J. Hanks	450 00				
	18	Richards & Co	9 30				
	"		10 00				
	20	Self	5 00				
Aug.	22	Bal. to folio	1,171 65				
		14 Vouchers ret'd Ferris	2,127 20				2,127 20
Aug.	22	To 11-2 rev. stamp	22	Aug.	22	By balance	1,171 65
	23	Self	10 00	"	29	Int. on dis. ct. Kan. act	195 30
	27	J. C. Pickering	10 00	Sep.	3	cy.	80 00
	29	W. E. B. D	75 00				
	"	Self	5 00				
	"	Gordon	7 50				
Sep.	2	Gordon	5 00				
	3	C. Miller	21 00				
	5	Richards	11 00				
	6	Mrs. Delahay	7 50				

		Dr.				Cr.	
	12	Beckner	10 00				
	14						
	14	Blain	5 00				
	"						
	19	F. & H	5 00				
	20	College	15 00				
	"	Mrs. Reynolds	30 00				
	"	Bearer	5 00				
	"	Miss J. A. G. Delahay	5 00				
	21	Self	10 00				
	"	Sands	5 00				
1230	22	Sands	25 00				
	22	W. E. B. Delahay	50 00				
	"	J. Ingersoll	27 93				
	23	Ryland & Jones	19 75				
		A. Cohen	17 00				
	24	Simmons	4 50				
	26	Bearer	9 00				
		Weary	5 00				
	27	Blain	5 00				
	"	Synagouge	10 00				
	29	Woolman	5 00				
	30	Weley, W. & A	800 00				
		J. Weary	5 00				
Oct.	1	E. H. & G. & Co	15 00				
Oct.	1	Tax	30 24				
	3	Balance	176 31				
		33 Vs. ret'd Decker	1, 446 95				1, 446 95
"	3	Wood & Co	150 00	Oct.	3	By balance	176 31
"	5	Austin & Stebbins	7 00	Dec.	6	cy.	800 00
				1866			
"	7	Davis	10 00	Jan.	23	A. M. C., ck.	100 46
"	"	Beckner	25 00				
"	"	Davis	10 00				
"	8	Wheelan	6 00				
"	"	J. H. Noteware	50 25				
"	21	Planters House	5 00				
Nov.	2	Austin	10 00				
"	"	"	3 50				
Dec.	10	Self	800 00				

1231 *Extract from Entrys in Journals of the Banking House of Clark, Gruber & Co., and their successors, Clark & Co.*

				Dr.	Cr.
				$ cts.	$ cts.
5 Dec.,	1863	Journal A, page 629 and 630:			
		J. L. McDowell cy			794 34
		J. L. McDowell, Theodore Mills	$32		
		" C. C. Clarkson, jr	250		
		" Hon. M. W. Delahay	300		
		" James Brear	93		
		" C. Clarkson, jr	50		
		Hon. M. W. Delahay	136 65		
		Self	200		
		E. Baker	34		
		G. W. Dailey	29 50		
		W. W. Cleanon	34 00	1, 159 15	
27 May,	1864	Journal B, page 318:			
		Delahay, M. W		600	
		District court, U. S. Kan., bearer	250		
		" Do.	200	450	
30 May,	1864	Journal B, 322.			
		District ct. of Kan., Joshua Knowles	10		
		Wm. Campbell	10		
		G. W. Dailey	12		
		A. S. Fitzgerald	10	42 00	
		Delahay, M. W., Grant & P		10 50	
1232 1st Aug.,	1864	Journal B, page 452:			
		District ct. Kansas, B. Jewell		10	
		Delahay, M. W., B. S. Richards		35	
				Dr.	Cr.
				$ cts.	$ cts.
6 Aug.,	1864	Journal B, page 464, 565 & 6:			
		District ct. Kan., dep. by C. J. Hanks	1, 890 15		
		" " " "	2, 946 96		4, 837 11
		Hanks, Clark J., ck	1, 890 15		
			2, 946 96		4, 837 11
		District Ct. Kan., to J. L. McDowell	2, 946 96		
			1, 890 15	4, 837 11	

		Hanks, Clark J., Dip. Cr. Dis. Ct. Kan	1,890 15 2,946 96	4,837 11	
10th Aug.,	1864	Journal B, pages 472 and 473:			
		McDowell, J. L., C. J. Hanks		2,755 20	
		Dist. ct. Kan., dep. by C. J. Hanks			2,755 20
12 Aug.,	1864	Journal B, pages 476 and 477:			
		Delahay, M. W., self		5 00	
		Dist. ct., Kansas, C. J. Hanks	1,000 00		
		" "	150 00	1,150 00	
		Hanks, Clark J., Delahay		500	
		Delahay, M. W cy			500 00
		Hanks, C. J "			1,000 00
1233 13 Aug.,	1864	Journal B, page 478:			
		Delahay, M. W		1 25	
		Dist. ct. Kansas, E. C. K. Garvey		110 00	
15 Aug.,	1864	Journal B, page 480:			
		Delahay, M. W., E. H. G. & Co		50 00	
26 Aug.,	1864	Journal B, page 500:			
		Dist. ct. Kansas, C. J. Hanks	50 00		
		T. A. Osborn	1,895 87	1,945 87	
		Hanks, J. C cy			50 00
		Osborn, Thos. A "			1,895 87
29 Aug.,	1864	Journal B, page 504 and 505:			
		Delahay, M. W., W. E. B. D	75		
		Self	5		
		Gordon	7 50	87 50	
		Dist. ct. Kan., T. A. Osborn	1,934 61		
		C. J. Hanks	942 85		
		J. S. Emery	1,205 67	4,083 13	
		Delahay, M. W., int. on dist. ct. Kan., ac't. Nov. 3, '63, to Aug. 29, '64			195 30
		Hanks, C. J cy			992 85
		Osborn, Thos. A "			1,934 60

1234 *Examination of David A. Comstock, 19th of July, 1871.*

Being first duly sworn deposes and says: I reside in the city of Leavenworth, State of Kansas; my occupation is book-keeper and account'; am employed in the banking-house of Scott & Co. I went into the house of E. H. Gruber & Co. in April or May, 1864, and was in their employment until within about two weeks of their failure in October, 1866; was book-keeper for them.

You are shown the account of Thos. A. Osborn with E. H. Gruber & Co., from May, 1864, to January, 1866. State whether you have compared this account with the books of E. H. Gruber & Co., and if so, say whether it is correctly stated.

A. I have examined the account and compared it with the books, and found it correct.

Q. You are shown the account of M. W. Delahay with E. H. Gruber & Co., commencing in August, 1864, and extending to April, 1866. State whether you have compared this account with the books of E. H. Gruber & Co., and if so, whether you found it correctly stated.

1235 A. I have compared it with the books of E. H. Gruber Co., and I find it correctly stated.

You will please look at the paper headed "Extracts from entries on journal of E. H. Gruber & Co." Please state whether you have compared said papers with the journal of E. H. Gruber & C., and if so, say whether you find the extracts as of the several dates correctly copied from said journal, showing the persons to whom credit was given for deposits in said bank, and in whose favor checks or drafts on said bank were drawn.

A. I have examined said papers and compared it with said journal,

and find it correctly copied, showing the deposits and checks as therein stated.

And further deponent saith not.

DAVID A. COMSTOCK.

S. The witness is further asked: Were the books of E. H. Gruber & Co. kept with care and accuracy, and did Mark W. Delahay and Thomas A. Osborn settle their accounts with E. H. Gruber & Co. as they were kept in said books?

A. The books were carefully and accurately kept. When the balances were struck they were compared with and agreed with the depositors' pass-books. When Judge Delahay's account was settled, as appears on the books, except an item of $100, which was charged against him
1236 as commission on the collection of some Government vouchers, to which he objected, and which was corrected by being credited back by Mr. Gruber, there was no other objection made by Judge Delahay to the account, as far as I ever heard. In regard to the account of Thomas A. Osborn, I never heard any objection to the correctness of the account as entered on the books. When the balances were struck on his account the account was written upon his pass-book, which account was an exact copy of the ledger.

And further deponent saith not.

DAVID A. COMSTOCK.

1237 *M. W. Delahay, in ac. with E. H. Gruber & Co.*

1864.			Dr.	1864.			Cr.
Aug.	31	Sprouty	$4 00	Aug.	26	T. A. Osborn, c'k	$325 50
Sep.	3	Mrs. Delahay	5 00		29	Dep. C. J. Hanks	500 00
"	"	A. Read	20 00	Sep.	14	Check on N. Y	100 00
	7	J. W. Morris & Co	5 00	Oct.	20	Treas. U. S. on St. Louis	482 50
	8	Lock	4 00				
	10	Landis	20 00				
	12	Self	5 00				
Oct.	5	J. C. Irwin	800 00				
	10	M. W. Delahay	62 00				
	25	W. E. B. Delahay	20 00				
		Self	5 00				
	26	Daniels & M	4 50				
	"	Scott, M. & Co	12 20				
	28	J. B. Davis	38 50				
	29	Brown & Sedgwick	5 00				
		Mrs. Delahay	5 00				
		S. Grayson	11 25				
	31	Balance to folio	381 05				
		17 vouchers ret'd D. ac	1,407 50				1,407 50
Nov.	1	Keohler & Co	3 50	Nov.	1	By balance fol	381 05
		Stratton & Co	75 00		14	Deposit c'y	400 00
		Turkey	10 80				
		John Murphy	5 00				
1238	3	Mrs. Delahay	5 00				
		Austin & Stebbins	5 00				
	5	Drake Bras	7 75				
	7	Self	10 00				
	11	A. Garret & Co	5 00				
	12	Curtis	69 50				
	14	Balance	584 50				
		10 vouchers ret'd D. ac	781 05				781 05
Nov.	16	Parker	20 60	Nov.	14	By deposit c'y bal	584 50
		West	5 00		18	Int. on ac. to st	4 38
		W. H. Williams	5 00		19	Deposit c'y	100 00
	14	Self	50 00		1	Int. on ac. to date	1 21
	18	Armstrong	10 00				
		Planter's House	5 00				
		Thompson, Crow & Co	10 00				
		W. H. Coolidge	5 00				
	19	Mrs. L. H. Delahay	55 89				
	21	A. S. Sleeper	200 00				
	25	T. Plowman	29 90				

		Simmons	10 00			
		Self	5 00			
	28	Gordon	10 00			
Dec.	5	Mrs. E. Delahay	5 00			
	6	H. S. Sleeper	200 00			
		Banting	12 50			
		Balance	46 20			
		18 vouchers ret'd D. ac...	690 09			690 09
Dec.	22	Self	10 00	Dec.	7	By balance	46 20
	3	A. Reid	10 25	Jan.	3	Deposit c'y	2,800 00
1239	23	H. S. Sleeper	5 00		20	Int. on ac. to date	4 50
		Self	10 00				
		Self	10 95				
1865.							
Jan.	3	J. C. Irwin	400 00				
	5	Mrs. Delahay	124 00				
		Self	30 00				
	7	Plowman	69 35				
		do	34 60				
		John McKee	69 50				
Jan'y	18	J. E. Blaine	9 25				
	19	Sheriff	8 00				
	20	Balance	2,059 85				
		13 vouchers ret'd D. ac...	2,850 75			2,850 75
				1865.			
	20	Self	10 00	Jan.	20	By balance	2,059 85
	21	H. S. Sleeper	5 00	M'ch	30	E. H. Gruber, c'k	550 00
	"	A. Simmons & Co	90 00	May	20		270 00
	23	Self	99 85	July	7		200 00
	24	T. A. Osborn	1,400 00		12	C. D. $1,380. Osborn	600 00
	25	C. J. Hanks	200 00		13	Tre's on N.Y. 482.50; less cash 82.50.	400 00
	31	Self	50 00				
Feb.	18	J. Lovey	5 00				
	20	Mrs. Delahay	150 00				
M'ch	25	L. W. Delahay	100 00				
	30	Self	10 00				
Ap'l	3	Self	10 00				
	"	Self	10 00				
	7	Grant & Prest	15 00				
1240	10	Self	25 00				
	17	Blaine & Co	10 00				
	18	Mrs. Delahay	15 00				
	22	G. Heck	23 00				
	24	Simpson & Co	10 00				
May	4	Mrs. Delahay	20 00				
	15	Self	50 00				
	22	M. E. Delahay	25 00				
	"	Mrs. Delahay	45 00				
	30	Self	25 00				
June	2	H. Baker	25 00				
	5	Self	25 00				
	7	Self	20 00				
	10	W. E. B. Delahay	25 00				
June	2	Notewood	100 00				
	13	Self	25 00				
	22	Self	32 00				
	28	Self	25				
July	5	Self	50 00				
	6	W. Sellers	150 00				
		Balance	1,200 00				
		34 vouchers ret'd D. ac...	4,079 85			4,079 85
July	17	Self	8 50	July	15	By balance	1,200 00
		J. Fletcher		"	"	Int. c. d. to date	8 58
	21	Self		Aug.	5	Deposit c'y	200 00
	24	Self			17		20 00
	25	Self.					
1241	31	Self	25 00				
Aug.	5	Self	25 00				
"	9	Self	10 00				
	14	J. B. Davis	19 60				
		Self	5 40				
		Dr. Logan	10 00				
		Bragg & Co	40 00				
	18	H. Baker	10 00				
		Self	10 00				
	"	A. H. Brink	9 00				
	21	J. F. Schmelser	9 75				
	22	Wheelan	5 00				
		Self	20 00				
	23	Hopkins & Hanks	500 00				

	"	" "	10 00				
	26	William	10 00				
		Bragg & Co.....	75 00				
Sep.	1	A. G. Reed.....	3 00				
		Phillip.....	5 00				
	2	Self.....	5 00				
	5	Mr. Mitchell.....	20 00				
	6	Julia A. G. Delahay.....	170 00				
	9	Self.....	5 00				
	13	Julia Whitman.....	4 50				
	14	Bragg & Co.....	25 00				
	15	Self.....	5 00				
		Balance.....	108 83				
		31 vouchers ret'd D. ac...	1,428 58				1,428 58
242 Sep.	20	Self.....	20 00	Sep.	18	By balance	108 83
	23	1st National	60 00	Jan.	31	P'd voucher, 2,500	2,450 00
	26	Self	15 00	M'ch	2	N. Y. d'ft	477 50
	27	Wages.....	11 00				
Oct.	16	H. & H.....	5 00				
Nov.	6	Self.....	50 00				
	9	Bragg & Co.....	250 00				
	10	" "	135 70				
Feb.	7	Taxes paid	115 72				
	14	Int. on ac. to date.....	12 13				
	26	Self.....	50 00				
M'ch	2	C. W. Abbott	42 00				
		Scott & Woodruff.....	16 65				
		A. Woodworth.....	125 00				
		Balance.....	2,128 13				
		13 vouchers ret'd D. ac...	3,036 33				3,036 33
M'ch	5	Dreyfoor & Bro.....	606 00	M'ch	2	By balance	2,128 13
		Dr. Sinks	32 00	July	10	P'd voucher	1,388 55
	6	D. Brown.....	20 00		23	Int. on ac.....	27 80
	7	R. G. Fling.....	3 50				
	"	Varney, M. & Co	18 00				
		C. W. Thomas & Co.....	15 93				
	8	Bulletin.....	9 88				
	9	Self.....	5 00				
M'ch	10	Methodist Church	5 00				
		C. Currie.....	13 50				
	14	B. Butterman	13 50				
		Mr. White.....	8 50				
		Self.....	5 00				
1243		D. B. Haldeman & Co ...	16 60				
		Dobson	5 00				
		Mr. Beechler.....	2 50				
	15	Self.....	10 00				
	17	C. Weedleburg.....	10 00				
		Express Co	51 00				
	19	Drak & Bro	6 55				
	20	Self.....	5 00				
	21	Earl & Deal	5 00				
	22	Self.....	5 00				
	24	Self.....	10 00				
	26	Mrs. Deitz	8 00				
	27	Self.....	1 20				
		Self.....	20 00				
	29	Mrs. D.....	10 00				
	30	Vedder	100 00				
Ap'l	3	Self.....	5 00				
		C. J. Hanks	25 00				
	4	Mr. Goddard	10 00				
		Self.....	15 00				
	6	Self.....	5 00				
	7	W. McN. Clough.....	104 70				
		Thomas & Co.....	7 00				
		Brace & Co	12 00				
	9	Self.....	50 00				
	9	T. Hughes.....	5 00				
	20	M. Hogeman & Co	29 60				
		Am't voucher forw'd	1,388 55				
		Balance.....	1,465 97				
		40 vouchers ret'd D. ac...	3,544 48				3,544 48

1244 *Thomas A. Osborn in ac. with E. H. Gruber & Co.*

1864.		Dr.	1864.		Cr.
May 20	Tom Finlon	13 00	May 11	By deposit c'y	4,000 00
June 9	Ed. Fenlon	6 90	June 2	Do. do	2,656 00
" 18	Self	65 00	" 4	Do. do	125 00
" 20	W. A. Rose & Co	85 00	" 23	Do. do	140 00
" 30	H. S. Sleeper	1,655 00			
30	Balance	1,496 10			
		3,321 00			3,321 00
July 5	J. S. Emery	25 00	July 1	By balance	1,496 00
" "	Wood & Abemather	226 00	"	Treas. U.S. on N.Y., by deposit c'y	2,091 00
11	Self	85 00		Int. on ac	11 83
13	J. Rice	50 00		Deposit c'y	750 00
	Self	140 00	8	Do. do	1,655 00
19	Self	500 00	"	Do. do	542 75
30	Balance	6,066 93	" 18	Do. do	546 35
		7,092 93	" 25		7,092 93
Aug. 1	Smith & Parham	600 00	Aug.	By balance	6,066 93
" 2	Kellam Bro	100 00	1	Deposit c'y	1,200 00
" "	Geo. Wilmarth	28 15		Int. on ac	17 69
" 3	Smith & Farnham	600 00	12	Deposit c'y	35 16
" 12	J. B. Billings	200 00	22	Do. do	350 00
" 24	A. B. Bowman	5 20	Sep. 14	D'ft on Geo. W. Johnson	70 00
25	J. S. Emery	1,195 00	Oct. 4	Deposit c'y	200 00
" 26	M. W. Delahay	325 00	" "	Do. do	500 00
29	Self	250 00		Profit on purchase and sale of 5,000 gold, bought at 244, sale 246	112 50
1245 Sep. 1	Self	30 00		Int. on ac. to date	34 33
"	Wm. Taylor	11 12			
5	Judge Gordon	70 00			
"	E. Robinson	68 75			
6	G. A. Cotton	100 00			
	Self	100 00			
28	W. Shannon	774 44			
Oct. 4	Balance	4,129 39			
		8,587 35			8,587 35
Oct. 8	W. H. H. Lawrence	5,000 00	Oct. 4	By balance	4,937 50
" 10	Self	100 00	Dec. 14	Deposit c'y	125 00
25	Self	25 00	" 20	Int. on ac. to 21st inst. @ 5 p. c	24 17
27	Self	65 00			
Nov. 19	A. J. Shannon	4,937 50			
Dec. 3	Geo. O. Wilmarth	34 25			
5	Hamitln & Veal	500 00			
6	J. B. Whitaker	200 00			
"	do	200 00			
"	C. A. Bunting	125 00			
7	Smith & F	150 00			
8	J. B. Whitaker	100 00			
12	H. J. Lewis	28 00			
	Sleeper	200 00			
	J. Knowles	28 00			
17	J. C. Armstrong	52 64			
"	C. J. Hanks	200 00			
20	Balance	806 67			
	17 v's ret'd D. ac	12,672 06			12,672 06
1246 Dec. 28	W. McClay	150 00			
Jan. 5	Sleeper	25 00			
10	Office rent	250 00			
16	S. Clark	200 00			
18	J. J. Wright	30 00			
19	B. Jewell	28 00			
20	Levison & Co	55 00			
28	Self	20 00			
Feb. 7	R. Jones	110 00			
	J. S. Emery	120 00			
13	Bills pay	5,100 00			
Feb. 13	Self	500 00			
16	John McKee	75 60			
17	Robinson & Co	114 00			
20	Levison & Co	35 00			
Mch 14	Murdock	50 00			
Apl. 3	Balance	3,199 94			
	16 v's ret'd D. ac	10,062 54			10,062 54
Apl. 7	M. W. Delahay	75 00	Apl. 3	By dep. c'y bal. ac	3,199 94
	Self	25 00	5	Deposit c'y	
11	Robinson & Co	100 00	6	Treas. U. S. on N. Y	1,710 00

	12	Hand you by Mr. G. in N.Y	100 00		2	Treas. U. S. on St. Louis..	50 00
	20	F. W. Giles	1,000 00	May	16		155
	21	A. S. Thomas	50 00				
"	22	J. N. Roberts	18 50				
		J. O. Wilmarth	18 00				
		J. Naskill	19 50				
		L. T. Brittal	19 25				
		J. Thomas	19 25				
1247		W. O. Ewing	20 00				
		W. Marshal	18 00				
		M. Woodford	20 50				
		S. C. Hamott	18 00				
		H. Shields	18 00				
		Smith & Farnham	240 00				
	24	H. Fletcher	18 00				
		E. H. Gruber	210 00				
	26	Self	20 00				
	28	Self	20 00				
	29	C. J. Hanks	100 00				
May	1	J. M. Woolthel	20 00				
	11	M. Weightman	100 00				
"	12	J. J. Wright	16 50				
	16	Self	65 00				
May	20	Co. treasurer	85 77				
	22	Self	5 00				
"	27	M. W. Delahay	600 00				
	30	Self	20 00				
		Am't from folio 179	2,366 50				
		Balance	2,705 67				
		30 v's returned D. ac	5,782 94				5,782 94
June	3	L. G. Terry	7 50				
	5	T. Prentiss	21 00				
	7	M. Weightman	103 95				
	8	Self	10 00				
	14	Self	100 00				
	24	Robinson & Co	57 00				
	26	S. S. Prouty	55 00				
1248 July	1	R. Jones	25 00				
		Self	20 00				
	3	R. K. McCartney	100 00				
	5	Sleeper	20 00				
	6	Self	50 00				
	10	Self	10 00				
	11	Merchants' Ins. Co	180 00				
		M. Weightman	100 00				
	14	Self	25 00				
	22	Self	754 75				
	24	J. Fletcher	50 00				
	"	Jerry	4 70				
	25	Self	50 00				
	28	Self	25 00				
	29	Dif. in gold transa'tion	250 00				
Aug.	5	L. Lealle	43 20				
	8	Self	10 00				
	10	J. S. Emery	1,230 25				
Aug.	12	G. A. Cotton	90 75				
Aug.	23	Self	5 00				
	25	Self	10 00				
	26	J. C. Kerr	4 50				
	28	H. S. Sleeper	20 00				
Sep.	1	Self	30 00	June	2	By balance	2,705 64
	2	Self	20 00		3	Deposit c'y	165 35
	4	Reno	66 00		1	Int. on ac. to date	27 70
	9	Self	10 00	July	13		100 00
	"	Jerry	10 00		19		50 00
	15	S. S. Prouty	47 00	Aug.	15	J. H. Maxwell	3,000 00
	"	C. A. Bunting	30 00	Sep.	18	D'ft order R. Hands & Co., 3,000; d'ft order Dillon & Co., 4,000	418 78
	16	Rays & Ledlon	42 00				
	18	Ladue, Tousey & Co	12,012 50				
	21	J. Heang	50 00	"	22		632 41
1249		Rev. Turner	779 74		23	Int. ac. Sep. 1	24 15
		Do	25 00			Balance	1,667 78
		43 vs ret'd D. ac	16,559 84				16,559 84
Sept.	25	To balance	1,667 78	Sept.	27	By p'ed voucher 7,600	5,700 00
	29	Mr. Kerr	475 20	"	29	Cal. on H. Richardson	460 48
		Ray & Leedlum	9 00	Oct.	3	Deposit, cy	250 00
Oct.	2	A. Garden	3 00	"	0		2,469 00
	3	C. Leland	110 50	"	"		801 39
		F. W. Giles & Co	1,000 00			Int. on ac	17 85
	25	F. W. Giles & Co	2,000 00				
	30	J. Harvey	30 00				
		Balance	4,403 44				
		Vouchers ret'd D. ac	9,698 72				9,698 72

Nov. 1	Stage & Co	52 50				
	T. Moore	7 00				
4	D. Patten	10 50				
	Black Jerry	20 00				
Nov. 10	D. R. Anthony	7 50	Nov. 1	By balance		4, 403 44
21	M. H. Jusley	120 00	Dec. 4	Carhey		1, 731 00
" 25	Self	30 00	15			4, 592 00
" 27	H. S. Sleeper	500 00	Jan. 1	Int. on ac		51 06
" 30	F. W. Giles & Co	500 00				
Dec. 4	Reno	26 50				
" "	Carmichael	30 00				
" 9	A. Gardner	7 00				
11	N. Daniels	183 00				
" "	Self	30 00				
13	T. Clark	40 00				
1250	J. Schort	10 00				
26	Self	20 00				
26	Rent to Jan 1st	500 00				
29	Self	10 00				
30	J. Smith	20 00				
2	Ben Akers	50 00				
Jan. 3	Self	50 00				
4	Self	800 00				
8	S. Clark	43 50				
9	A. S. Thomas	21 70				
	Balance	7, 196 30				
	29 vouchers ret'd D. ac	10, 777 50				10, 777 50

Extracts from entrys on journal of E. H. Gruber & Co.

		Dr.	Cr.
26 Aug., 1864	Journal A, page 114:		
	Thos. A. Osborn, M. W. Delahay	325 00	
	M. W. Delahay, c'y		325 00
29 Aug., 1864	Journal A, page 117:		
	M. W. Delahay, dep'd by Hanks		500 00
27 May, 1865	Journal A, page 548:		
	T. A. Osborn, M. W. Delahay	600 00	
	C. D. $1, 380. M. W. Delahay		600 00
12 July, 1865	Journal A, page 542:		
	C. D. $1, 380	600 00	
	M. W. Delahay. $1, 380, C. D		600 00

1251 (Endorsed :) United States *vs.* A Bond for $600.00, &c., as the property of Edward S. Brown. No. 140 & 141, consolidated. Examination of M. W. Delahay, A. S. Williams, Robert Crozier, Lyman Scott, Elish Deifendorf, Clark J. Hanks, A. M. Clark, E. C. K. Garvey, Milton E. Clark, David A. Comstock, Edward Stillings, special commissioner. Filed July 26, 1871. A. S. Thomas, clerk.

1252 STILLINGS C.

F. G. ADAMS, being sworn, says: I received from the obligors who were to pay in confiscation cases 14 & 141, in the district court of the United States for the district of Kansas, the following sums, and from the following parties:

From Andrew, Nov. 16, 1863	$622	16
From Wm. Sparks, Nov. 27, '63	200	
" Geo. S. Challis, Nov. 25, '63	1, 000	
" Daniel C. Davis, Nov. 5, 1863	500	
" " " Dec. 15, 1863	95	
" Washington Hays, Dec. 3, '63	275	
" Thos. N. Johnson, Nov. 2, '63	334	25
" Stephen R. Jones, Oct. 24, '63	493	06
" Philip Lark, Oct. 19, 1873	492	60
" John L. Thompson, Nov. 5, 1863	50	00
" " " Dec. 8, '63	73	50
" Squire Wade, Dec. 3, '63	895	
" Harrison Weider, Oct. 28, '63	133	50
	5, 164	07

The following sums of money for which judgments had been entered were noted on the margin by me in my handwriting, while clerk, as paid, but were in fact paid to the marshal, J. L. McDowell, and so entered by me when Mr. McDowell, as marshal, reported the payment of the same to him, and the deposit of the amount in the bank of Clark, Gruber & Co, in pursuance of the orders of the court.

1253	George T. Challis, Dec. 15, 1863 ..... Journal A, page 510	$2,474 74
	John J. Scott, page 514, same journal, Dec. 15, 1863.....	342 19
	Robert W. Hancock, page 523, same journal, Dec. 15, 1863.	307 00
	The first voucher in the bank pass-book here shown, is the one shown me by Mr. McDowell, on which the above entries were made.	
		$3,123 93

The judgment against Jackson B. for $628.35, including interest to payment, was paid to Robert Crozier, Nov. 28, 1863; on the judgment against Lawrence Kennedy, there was paid to Robert Crozier $500, Nov. 28, 1863. The last two above amounts were retained by Mr. Crozier as part of the compensation allowed him by the court as district attorney, Nov. 28, 1863, on settlements made between him and me at the last-named date, and a check was then given on the bank for the balance of his fees, being for $1,876.65. The allowance was $3,005. Of the monies I received, I paid and disposed as follows:

	To J. L. McDowell, Nov. 28, 1863, in money.....	$2,689 94
1254	Do not remember whether a receipt was taken, but suppose one was; have not been able to find it. It was paid to him as marshal, on account of fees allowed by the court. I also paid to J. T. Morton in money.....	$700
	In check.....	77
	On his fees allowed by the court.....	$777
	The above allowances were in the Brown cases. I deposited in *in* the bank of Clark, Gruber & Co.....	1,9534 42

The excess of $179.29, in my favor, I suppose came from other confiscation cases, and was paid by me with the amounts received of the Brown case.

My recollection in regard to these matters has been refreshed by an examination of the records and my own memoranda, and I believe the above statement correct; but having been unable to find the report on which the allowances were made, or the receipts taken by me, some decrepancies may be found to exist. The report and receipts were left by me in the clerk's office when my term of office expired, but I could not find them there when I made examination for them some two years ago. My fees were paid, and I suppose the check on the bank for $287.34 was the amount of my fees, probably in all the confiscation cases.

F. G. ADAMS.

1255 THOMAS A. OSBORN, sworn June 23, 1871: I was appointed U. S. marshal for this district in May, 1864, about 1st of the month; continued till April or May, 1867. I think it was while I was in office Mr. Brown came there. I understood he was then in*stitut*ed in some law-suits. I remember that Mr. Brown was at court, having some business in connection with a suit. *A* do not know whether it was this

matter or not. My recollection is, he appeared for himself as well as by his attorneys, Green & Wheat. I don't remember what court it was in. I know I have had writs in my hands in connection with this case. I think I have sold some land and collected some money in it—what amounts, I cannot tell.

Q. State if you have kept any list or memorandum, private or otherwise, of the amounts of money received by you in this or any other confiscation proceeding, and, if so, where it it? and produce it if you have it.

A. I did keep memorandums of all moneys collected by me, in this and all other confiscation cases, during my term; where those memorandums are now I don't know. The returns upon the writs executed by me will show all the monies collected by me except, I think, one item,
for which I think there is no return—that item is the amount col-
1256 lected of the sheriff of Atchison County. I think the amount of
that was about $600. My recollection is that I never received any money in confiscation cases, except this amount from the sheriff of Atchison County, unless it was in some writ regularly issued from the court, and return made thereof. (The returns of writings as marshall are here shown him.) First, the case against George W. Larrison, I collected in that case $245.68. I suppose I performed my duty under the writ, and collected the amount and interest. In the matter of John Rothwell, June 3d, 1864, I collected three hundred and forty-two dollars. At the time of the receipt of this money said Rothwell showed me a receipt, purporting to be signed by Ex-U. S. Marshal J. McDowell, for the sum of $420.00, dated April 8, 1864. I was satisfied at the time that it was in the handwriting of J. L. McDowell. In the case against Israel Oliphant I collected, on sale of land, $175.00, on the 24th day of June, 1865; in the case against Thomas H. Duncan I collected on sale of land, on the 24 day of June, 1865, $90.00; in the case against D. D. Hendricks I collected on sale of land, on the 7th day of July, 1864,
$289.00; also, on the 5th day of April, 1865, in same case, from
1257 sale of land, $201.00. In the case of Isaac S. Hascall I collected
on sale of land, on the 7th day of July, 1864, the sum of ten hundred and twenty-five dollars, ($1,025.00.) I find on the returns in some of the cases memorandums of the costs made. In the case against Israel Oliphant, a memorandum of $50.00; case against Thos. H. Duncan, memorandum of $43; case against Chas. Ball, memorandum of $38.50; case against D. D. Hendricks, $36.78. On some of the writs there are no memorandums of costs. In making up my bills against the Government for costs in confiscation cases, think I followed the memorandums on the bills where there were any, but may have corrected them if they were in any way incorrect. In other confiscation cases than 140 & 141 I have looked over my returns, and that the amounts collected in the various cases, as stated in the paper marked O, (here exhibits to the commissioner,) the memorandums of fees, so far as there are any on the papers which I find in the bills, are as stated in said paper marked "O;" but all of the fees to which I was entitled are not contained in said memorandums. At the commencement, or during the several terms, it was my custom to make out itemized bills for all
the costs due me in confiscation cases, and present them for allow-
1258 ance. These bills were allowed, if found to be correct.

Q. What was done with those fee-bills that were made out by you, and to whom were they presented?

A. They were presented to the judge on the bench for allowance, and I presume they were left with the clerk and filed. I think I have seen some of them since with the papers. I don't know how many.

Q. How came you to make out a fee-bill at the beginning of each term?

A. I say I did not do it. I think I testified that it was my custom to make it out at the commencement, or during the term. It was my general custom to make it out near the commencement of the term. My reason was that, towards the latter part of the term, it was my business to pay officers and witnesses, which kept me pretty busy; and I wanted to get the other business off my hands early in the term.

Q. When did you last see in the office any of these papers thus made out and signed by the judge?

A. I don't know. I think I saw my last account in the spring of 1867, and I *have* my knowledge of that on the fact that but a small portion of it was paid, and I was anxious to send copies of it to Washing-
1259 ton for the purpose of making collections.

Q. State what else besides your fees in confiscation cases you embraced in the items of the bills thus signed by the judge.

A. Nothing but the marshal's costs and matters incident to it, such as printer's fees, &c.

Q. Why were not these things recorded in the journals kept by the clerk at that time?

A. I don't know; I never looked to see if they were.

Q. The time at which you saw these fee-bills, as you think, did you take a copy?

A. I think I made a memorandum which I took to Washington, but did nothing with it.

Q. What amount did you claim was due in confiscation cases in excess of what you had received?

A. About $900, including the expenses of printers and such things.

Q. Why did you not present that claim at Washington for payment?

A. I do not now remember. I never got it in shape to be presented, I believe.

Q. In how far did those fee-bills which you made out and presented to the judge at the various terms, differ from your written returns on the various writs in amount?

A. That I can't say; many of the memorandums made on the
1260 writs' returns are made by deputies, and many of the writs have no memoranda at all.

Q. Did your deputies charge less in their returns than you did when you made the return in person?

A. That I don't know.

Q. Did you at any time recover from the Treasury of the United States any money for any services rendered in confiscation cases?

A. I did not.

Q. Did you pay or did you know of any officer paying any money into the Treasury of the United States arising from confiscation proceedings?

A. I did not, and know of none who did.

Q. By what order of court or rule of law did you estimate your fees in confiscation cases?

A. By the fee-bill made by the court.

The witness is here shown journal A, page 539, and asked to state if that was the fee-bill by which he charged his fees.

A. I cannot state positively. I have no doubt I adopted as a basis the fee-bill that was on the record at the time.

Q. Will you look at this fee-bill of Williams, at the interlineations,

changes, & erasures therein made, and state what you know as to those changes?

A. I have no knowledge of any of them. I know that an effort
1261 was made to have the fees increased; on whose motion I do not know, but think it was Emery's. My recollection is that Judge Delahay ordered an increase of the fees. I know that there was some talk as to the manner of making the change in the fee-bill. Judge Delahay did not seem to be satisfied. I can't give the time of this conversation, except that it was while I was in office; and do not remember the conversation. I don't remember how he became informed that these changes had been made, if I knew at the time. I don't remember who was then clerk.

Witness is asked to look at these 5's in pencil, and the 2's written over the word due, and 8 over the word five, and 5's over the naught, and $2.50 changed to 3 $, and then to $4.00, and state if he knows the handwriting of any one of the figures.

A. I have looked at them all, and I do not. It is hard to tell in cases of the pencil-marks made over the pen-marks, and as to the others I do not know the handwriting.

Q. State if you are acquainted with the handwriting of Adams, Hanks, or their deputies, and if there is any similarity between this and any one of their handwritings, and which one, if any.

A. I know the handwriting of Hanks & Thomas pretty well; I am not so well acquainted with the others'. The records when Hanks
1262 was in the office were kept mostly by his deputy, Chesney. I don't know that I would know his writing. I do not know that there is any similarity to any of their writings.

The attention of witness is called to journal B, p. 61, and asked what, if anything, he knows as to who erased, interlined, & obliterated the words and figures in the scale of fees appearing on that page.

A. I don't know who rubbed out part of a line, or who rubbed out part of the amount which was originally written on the record. I don't know who changed the amount of the printer's fee, nor from what amount it was changed; I can't tell how it was changed; it looks as if the first figures placed there had been rubbed out; it may have been more or less than the figures there now. The marshal contracts for and pays the parties' fees in these cases. All these fees are paid to the marshal; some of them are paid by him to others. I don't know what condition the fee-bill was in when I saw it. I must have seen it. I do not know whether those erasures were made when I saw. I do not know whether I made my fee-bill from the original fee-bill or from the fee-bill as altered, as it now appears. The return, made May 12th, 1864, was
1263 on the record as it now appears in journal A, and before the other fee-bill in journal B was adopted. This return was made in case 185, and is in my handwriting, M. 185. I sold the mortgage for $2. The mortgage was for $3,500. It was on lots 55, 104, 115, 128, on Ohio st., and on 32 other lots, besides those in Lawrence, Kansas. It was sold to Hawkins Taylor. I returned 36 seizures by going to the property, and pasting on each of the lots a copy of the warrant. The costs appear to be $117 & $22.

How were these costs made?

A. The costs were made on this seizure by going to this place and making this service. I traveled 60 miles; that was all I did on that writ. Costs on citation of service, $3.00; travel, $6.00; pasting, $3.00; printing, $10.00.

Those fees are correctly stated. The fee for service is made on the

$3-fee; the fee for travel is just as it is in this fee-bill; the fee for printing is just as it is in the fee-bill of journal B. There is a charge of 37 services, $3 each service. The charges in the fee-bill in journal A must have been made before the 13th of May, 1864, as my return there was made on the fee-bill as altered.

Q. What, if anything, did you have to do with, or what, if any knowledge, did you have of the making of the fee-bill by Judge Dela-
1264 hay May 23, 1864, changing the fee-bill made by Judge Williams of the 8th of June, 1863?

A. I don't know that I had anything to do with it. My impression is that the officers of the court asked Judge Delahay to increase their fees.

Q. Were you not satisfied with the scale of fees in the altered condition of the bill made by Judge Williams in 1863?

A. I don't know whether I was satisfied or not. I think Clark J. Hanks was clerk on the 13th of May, 1864. He was brother-in-law of Judge Delahay. In case 185, I do not know why the lots were not sold. I suppose I made all my charges on the basis of the altered condition of the record.

Look the paper marked "P," and state what it contains and by whom prepared.

Answer. At the suggestion of the commissioner, and with his assistance, the paper was prepared by Mr. Ellis. In preparing the paper, I have been present, and have given such information as I could in reference to the papers on file in the cases mentioned therein, as to the amounts collected and fees due for services therein.

Question by Commissioner. Do you know of any fees to which you are or have been entitled in confiscation cases, as marshal in the
1265 district court of the United States for the district of Kansas which are not embraced in this exhibit?

Answer. The costs in cases 140 & 141 are not in that exhibit. I have only examined the papers which I have here found in possession of the commissioner. I do not know whether there are other papers in confiscation cases or not. In my judgment, the fees marked in paper P are less than was allowed in the district court; how much less I cannot say. I think the cases which I have examined, mentioned in paper P, save cases 140 & 141, constitute all, or nearly all, of the services performed by me, or, more properly speaking, of the papers by me.

Q. By what order of court have the fees been estimated in paper P?

A. They were estimated by the fee-bill on journal A, dist. court, to May 23, 1864, and from that time by the fee-bill in journal B, page 61. In the fee-bill where the obliteration occurs, in my judgment, it was more than we have put down here.

Paper P shows the amounts of money received by me in all the confiscation cases except 140 & 141, as appears by the returns on the papers which we have examined. It also shows cases in which fees are
1266 charged where no money was realized from sales of property seized.

Q. State why nothing was realized on the property not sold in cases 188, 192, 193, 202, 228.

A. In 188 there was no sale for want of bidders. In 193 there was no sale that I know of; those were part of the Cobb lots, in Leavenworth City. In 202, the same answer. In 228 on , issued Jan. 26, '65, there was no sale for want of bidders. In 199, 207, & 209 the costs, as I think, were not paid in those cases by the parties who procured the vocation of the condemnation. I know nothing about those cases.

Q. State what, if anything, you know about the payment of costs in the various confiscation cases that were dismissed.

A. I know nothing about it. In the Rolin Hay case I do not know why the alteration in the item from a sale to no sale was made; it is in his handwriting. The reason I did not state my fees in the returns in many of the writs was that it was the custom of the officers of the court to make out fee-bills and present them to the court for allowance, and it was unnecessary to put them on the writs.

Q. Have you ever seen any such entries on the journals of the court?

1267 A. I have never looked for any, and never saw any.

Q. State, if you know, the amount of fees of the marshal the first year you held the office?

A. I don't know; you will find in the office of the Secretary of the Interior a report of it for that and every subsequent year. The reports were made the first of January & the 1st of July of each year. I presume I had some memorandum of my fees from which I made the return. I don't know where the memorandum is now. I don't know when I first learned what my fees were in cases 170, 171, 173, & 174, in which there is no return of fees.

In 190, 191, 194, 196, 200, 201, 203, 206, 208, 211, 212, 214, 215, 217, 221, 222, 223, 224, 229, 230, 231, 236, 237, 239, 152, & 167, I can't now tell the time I ascertained my fees. I ascertained them by the fee-bill established by the court. I have no doubt the fees in those cases were returned in my report to the Secretary of the Interior.

In further answer to question of commissioner as to whether witness knows of any other fees to which he is entitled he says: I state that, since making my former answer, I have seen papers here served by me in confiscation cases which were not included at that time in exhibit marked P, and I don't know how many of the papers, or what proportion thereof, served by me as marshal, are included in such exhibit.

1268 The case to which I refer is number 227, which is now on the paper, with my fees.

Q. Why did you not make your fees out of the case 227, in which 26 quarter-sections of land were seized?

A. I offered the property for sale, and it was not sold for want of bidders.

Q. If there is any other confiscation case or cases than those embraced in papers O & P, in which you are entitled to fees, please state what case or cases and the amount.

A. There may be others, but I know of none. My fee-bills, made out and presented to the court, were made out the same as fee-bills are made out to be presented to the Secretary of the Treasury for payment.

Q. Look at paper marked N, and state whether the fees marked in that paper are all the fees you claim in 140 & 141, and from what fee-bill were those fees estimated?

A. I don't know what fees were allowed me by the district court in cases 140 & 141; but, from an examination of such papers as I have found in the files, I think my fees in case against Israel Oliphant were $86.25; case against Thos. H. Duncan, $69.70; case against Chas. Ball, $56.00; case vs. D. D. Hendricks, $106.60; case vs. Hascall, $75.12; and case of Beeson, executing writ of possession, $5.60. These

1269 figures may be wrong, but I think they are correct in the cases specified; think I may have been entitled to costs for services in cases against Geo. W. Larrison, John Rothwell, and for collection from the sheriff of Atchison, of Atchison Co., but cannot state

the amount. I have adopted, in making my estimate above, the fee-bill of May 23d, 1864, as I remember it. In the cases of Larrison & Rothwell, think the monies were collected without sale. Witness desires to correct his statement as to the $60 collected in case 160, by saying that the sale was set aside and the $60 not in fact collected.

Q. What was done with the amounts collected of Oliphant & Duncan?

A. It was paid to the clerk of the court. I deposited some money with Clark & Co. to the credit of the clerk. I cannot tell whether it was this or not. I suppose from this certificate (referring to one in the book of Thomas) that I deposited the money in the bank. The body of the check of Jan. 27, '66, is in my handwriting. I don't remember that I ever deposited any money to the credit of Mr. Thomas, clerk. I do not remember anything about the deposit of Jan. 9th, 1866.

Q. What did you do with the various sums of money collected in other cases than 140 & 141?

1270 A. I paid it to the clerk of the court. I have some receipts; I think I have them in the First National Bank. I think I took receipts for all the amounts, but I am not sure.

Q. State where you were when you took these receipts, and what money actually passed between you.

A. My reccollection is that there were several receipts—I think all given at Topeka. I can't say what kind of money or what denomination it was paid in; some of it may have been in ordinary currency, some of it may have been in drafts, which represented money.

Q. Did you give money or drafts that actually passed between you and the clerk for the full amounts which you claim to have taken receipts for?

A. My last payment was to Mr. Thomas. I took a receipt from him for the amount of money which I then had in my hands in confiscation cases. I do not remember the amount of actual money paid into Mr. Thomas' hands on taking that receipt. I paid—I think I paid—some money to Mr. Emery which was included in that receipt, for which Mr. Emery receipted to Mr. Thomas. This was done with Mr. Thomas' consent and approval.

1271 Q. Emery's receipt was for how many hundred dollars?

A. I don't know.

Q. Look at the handwriting in the receipt in the book of Mr. Thomas shown you, signed by Emery, and state what portion of that money, if any, was paid by yourself to Emery, and who gave that paper to Thomas, and what you know about the former receipt for $184 & payment spoken of in that paper.

A. I do not know that the money which I paid Mr. Emery is included in this receipt, or that this is the receipt for the money which I paid him. I don't know whether I paid Mr. Emery all of the money for which he receipted to the clerk, mentioned in the receipt, or not, but think I only paid him a portion of it; what portion I don't remember. I think the paper was given to Mr. Thomas by Mr. Emery, but I am not sure. I know nothing about the $184 mentioned in the receipt, or the former receipt therefor.

Q. That receipt was not given to Mr. Thomas by yourself, nor do you know when it was written, by whom, when, or under what circumstances? State all you know about it.

1272 A. I have already stated that I thought the receipt was given to Mr. Thomas by Mr. Emery, but am not certain. I do not know where it was written. I think it is Mr. Emery's handwriting. It is marked filed, on the back, Aug., 1865, signed by A. S. Thomas, clerk.

I have no other information as to the time it was given. I have no other knowledge now in regard to the receipt here shown than I have here stated.

Q. When and under what circumstances did you pay Emery money, and what receipt was taken, and where is that receipt, and why did you pay him money in confiscation cases?

A. My recollection of the payment to Mr. Emery is very vague, and were it not for a conversation which I since that time had with Mr. Thomas, I should not have remembered anything about it. The amount which I gave him I do not remember, but suppose he gave the receipt therefor to the clerk of the court. I did nothing with money in confiscation cases except as directed by the clerk. I gave it to Emery by direction of the clerk, Mr. Thomas. I don't know when or where the payment was made.

Q. State with your vague recollection so much of the facts as you do indistinctly recollect since your talk with Mr. Thomas, and when
1273 and where that talk was.

A. From my vague recollection since my talk with Mr. Thomas, such facts as I indistinctly recollect are already stated in my former answers. I don't remember the time when I had my talk with Mr. Thomas, but think it was in Topeka some three or four years ago.

Q. State if Mr. Thomas was not at your house with this book and these receipts within the last ten days, and if you did not call for them on the commencement of this examination.

A. Mr. Thomas called on me at my house one day last week, as is his usual custom in coming to Leavenworth. I think he had that book in his hand. At any rate he told me that he had his confiscation dockets, and expected to produce it to the commissioner. I knew pretty well the contents of the book before, and don't know that I at that time examined the contents of the book.

Mr. Osborn's receipt to Mr. Thomas of August 9th, 1865, is here shown him, and he is asked to state in whose handwriting the body, signature, and cancellation of the stamp is.

A. I think everything on that receipt, except the file-mark, is in my handwriting.

1274 Q. State if, at the time you gave him this receipt, you presented him with a check on Clark & Co. for the same amount of money.

A. I don't remember.

The witness is here shown the letters T. A. on a stamp in the book of Mr. Thomas, with cross over them, and asked whose handwriting it is.

A. I don't know. They look very much like mine. The cancellation of the whole stamp looks like mine. I don't remember why I cancelled the stamp on Mr. Emery's receipt.

Q. Witness will please look at his receipt to A. S. Thomas, Aug. 9, 1865, for $255.68, and state why that amount of money was paid to him, or receipted for by him, and on what account he held that money?

A. This money was paid to me on account of a fee-bill in confiscation cases, presented to and allowed by the district court at the January adjourned term 1865, and was receipted for because it was paid. I don't know where the order of the court is.

Q. State what services you had rendered after January, 1865, which made up this amount.

A. I do not know and could not tell, except by reference to the fee-bills allowed. I presume I received that precise amount from Mr. Thomas.

1275 Q. When were the services rendered for which this receipt acknowledges payment; before or after January, 1865?

A. I could not tell, except by a reference to the date of the allowance of the fee-bill presented to me by the district court. The services were performed before the presentation of the fee-bill in all cases. I do not remember how that precise sum happened to be paid me. I do not know whether my fee-bill then filed was the last one I filed or not. If it was the last, there was from $90 to $1,100 due me.

Q. Why did you not take care of that fee-bill in which you say there was a balance of about $1,000 due you?

A. For the reason that it belonged to the records of the court.

Q. Have you any of the checks on which you drew the various sums from the bank of Clark & Co., or Clark, Gruber & Co.?

A. I do not know that I ever drew from Clark, Gruber & Co. any of the amounts mentioned in the statement other than the sum for $265, which, I think, was paid me on a check signed by the judge & clerk of the district court. I have no checks in my possession, nor do I know that I ever had any, nor do I know where they are.

1276 Witness' attention is called to the copy of the account of Clark, Gruber & Co., in the hands of the commissioner, and asked to state what he knows of the amount of $1,895.87, dated Aug. 26th 1864.

A. I do not know anything about it. I do not know whether I received the money or not. The item of $1,934.24, 29th August, 1864, I judge from the check here presented that the money was drawn by me; I do not know, but think it was paid on account of confiscation fees allowed by the district court. I know nothing about the whereabouts of the check since it was paid, except that I saw it in possession of Mr. Helm about two weeks ago. Mr. Helm, as I understand, was attorney for Clark.

Witness makes the further statement in reference to the check for $265, dated Jan. 27th, 1866, that on examination of the check he is satisfied that he collected the money mentioned therein from the banking-house of E. H. Gruber & Co. instead of Clark & Co. I kept a private account with both these banks. I deposited no confiscation money except with Clark & Co. I am son-in-law of Judge Delahay. I became so March first, 1870. My recollection is that some six or seven years ago, Delahay sold to Garvey a fine span of black Canadian ponies,

1277 which I understood had been imported from Montreal. I don't know at what price they were sold, or how paid for, nor the terms of the contract. I don't know that I was in any business, except that of marshal, in 1864 & 1865, except I was lieutenant-governor a part of 1864. My duties as lieut. gov. ceased about Mar. 1st, 1864.

Q. What, if any, resources in money had you during the time you were marshal in 1864, excepting fees and emoluments of office?

Witness declines to answer the question.

Q. State what transaction, purchase, or sale of property transpired between yourself and Judge Delahay in 1864 & 1865; state fully.

A. I think I never had any business transaction in those years with Judge Delahay in reference to any real estate or personal property, either receiving from him or conveying to him, nor do I remember now any business transaction of any character outside of his official business that I had with him in those years. I know that I never paid him a cent, either directly or indirectly, for any duties performed by him as U. S. district judge, nor do I remember that I ever paid him a cent as an individual. I don't think I ever *ever* made him a present.

1278 Q. State whether the money in your hands as marshal was loaned out or yielded any interest, or whether they were

A. The monies collected by me in confiscation cases remained in my hands but a short time, and not a dollar of it was ever loaned out on interest, nor have I ever received a cent's benefit from the possession of the same.

Q. State, in during 1864 & 1865, what your fees as marshal amounted to.

A. I don't know.

Q. State if you received funds from other sources than fees derived from your office in those years.

A. I don't remember; I may have and may not.

Q. State, if you can, any sum of money received by you from other sources than as U. S. marshal.

Witness declines to answer.

The amount credited to the district court by Clark, Gruber & Co., June 4th, 1864, by Thos. A. Osborn, $296.40. I don't remember where that money came from, but believe it was from sales or collections in confiscation cases. I don't know what cases.

Q. Can you tell why you took the last dollar that was in that bank on the 30th day of January, 1866?

A. I don't know that I took the last dollar out of that bank then.

1279 I don't know that $265 was the last money to the credit of the district court. The body of the check for $265, dated Jan. 27th, 1866, is in my handwriting. The body of the order of Judge Delahay to pay Emery $1,500 is in my handwriting. I don't know where it was prepared. The body of the receipt to Thomas, dated Oct. 12th, 1865, signed J. H. , atty. in fact, is in my handwriting. I bought most of my stationary at & Wilmarth's and may have bought this book.

Q. State why you did not date those papers that are in your handwriting.

A. My duty was simply a clerical one, and I left it to the persons who were to execute them to date them.

Q. You stated that you had receipts for the money you had paid out, or most of it. State if you have found those receipt in the First National Bank.

A. I have.

Q. Will you produce them before the commissioner for his inspection?

A. I have the receipts and have no objection to the commissioner looking at them. They are as follows:

First dated August 29th, 1864, signed by C. J. Hanks, clk., for $3,031.33.

Second dated Oct. 1864, for $3,815.50, signed by said Hanks as clerk.

1280 Third date, Jan. 10th, 1865, $1,442 in full, signed by Hanks, clk. The next is $1,930.68, signed by Thomas, August 9th, 1865, & $265, signed by Thomas Jan. 24th, 1865.

Q. State where and in whose presence, and when and how the amount was ascertained stated in the receipt of August 29th, 1864, and in whose handwriting is the receipt.

A. I don't remember where or in whose presence it was written. I don't know how the amount was ascertained, but think it was from some of my returns as marshal. I think the receipt is in the handwriting of C. J. Hanks.

Q. When and how did you pay $331.33, and where?

A. I do not remember except as is expressed in receipt.

Q. Where were you when you received the receipt?

A. I do not remember.

Q. What accounting had you with Hanks, before the receipt was made, with reference to ascertaining the amount?

A. I do not remember.

Q. Would you likely have paid this amount to Hanks without remembering how the money was paid, when it was paid, or the justness of the amount claimed by Hanks?

A. I paid to the clerk at different times different sums of money. I might have paid the amount referred to without remembering
1281 all the details.

Q. You state that you paid to him different sums at different times; state what sums, how paid, and the times that you paid the same, as far as you can.

A. The receipt shows that I paid to Mr. Hanks $3,031.30 on 29th August, 1864. I suppose that receipt expresses the fact.

Q. Will you answer the question asked more specifically, without stating what the receipt shows, but give us your recollection of the sums which you paid which went to make up the amount of that receipt?

A. I will state all I know in reference to it. I remember nothing of it except as is expressed in the receipt, except that it was my custom to promptly pay over to the clerk, at each term of the district court, the funds collected by me in confiscation cases.

Q. Was it your custom to pay at the close of the term of court and at Topeka; and if so, state how many times before this you had made similar payments.

A. I do not remember that I made any other payments of a similar character prior to that time. Don't remember at what time or place payments were made, but think either in Topeka or Leavenworth.

1282 Q. From what specific confiscation cases did this sum arise?

A. I suppose the records of the court will show; I do not remember.

Q. Did you ever know from what causes—this amount?

A. I suppose I did.

Q. How did you know?

A. I do not know, except that I think I could not have collected money on process and paid it over to the clerk without knowing at the time what it was for.

Q. Then you did not pay him money on the 29th of August, 1864; and if so, how much?

A. I think paid him, on that day, $331.33.

Q. Were you at Leavenworth or Topeka on that day?

A. I do not remember, except that the receipt shows that the money was paid at Leavenworth.

Q. Where in Leavenworth?

A. I don't know.

Q. Then you have no recollection of anything except that you have in your possession this receipt?

A. None, except what I have stated—that it was my custom to pay over at the term of the court and took receipts, and that I have given all that I paid to the clerk—all the money in my hands in confiscation cases.

Q. Do you recollect when you got this paper, and where you have kept it since?

1283 A. I think I got it Aug. 29th, 1864. Most of the time it has been in a box at the First National Bank—in a private box; part of the time it was in my office. My office was in a room over the bank of E. H. Gruber & Co.

Q. Where did you keep the monies between the time you went into

office and the time you paid this money over, on the 29th of August, 1864, which came into your hands in confiscation cases?

A. I do not remember.

Q. Do you recollect how you kept, where you kept, any money which was in your hands between the time of your appointment as marshal and the time of this payment, 29th of Aug., 1864?

I do not recollect, except that I had accounts with some of the banking-houses in the cities of Leavenworth and Topeka during my term of office, and may have kept it in there, and may have retained it in my hands. I had no safe in my office or elsewhere during my term of office in which I kept monies. Think I did most of my banking business in Topeka, with Mr. Giles, but may have done business with other bankers.

Q. With what bankers in Leavenworth did you keep an account during your term of office as marshal?

1284 A. Think I kept an account with E. H. Gruber & Co., Clark & Co., First National Bank, Scott & Co., and perhaps others which I do not now remember.

Q. Why did you keep your account with so many bankers at the same time, & did you keep them with all the banks at the same time?

A. I do not remember.

Q. State how this receipt became perforated with so many incisions from some sharp instrument, as none of the others are.

A. I do not know. In reference to the receipts of Oct. —, 1864, and January 10th, 1865, I have no recollection, other than what I get from the receipts, as to value or how the money was paid, except that I know that I paid to the clerk all the monies received by me in confiscation cases, and that it was my custom to settle with and pay over to the clerk, at or about each time of the court, all monies so received by me. Think the body of the receipts of Oct. , 1864, and Jan. 10, 1865, are in my handwriting. The signature to each receipt is that of C. J. Hanks, and in his handwriting, then clerk U. S. dist. court.

Q. Why, in writing the receipt of Oct. , 1864, for Hanks' signature, you did not specify the day in October in which the payment was made?

1285 A. Do not remember, but suppose I left it for Mr. Hanks to fill up the date.

Q. How did you ascertain the amount of $3,815.50, with which to fill the receipt, and from cases did it come?

A. I do not remember, but suppose the amount was put in as directed by Mr. Hanks.

Q. Would you have paid Hanks any amount of money which he might claim had come to your hands in confiscation cases without first having examined to see that the amount was correct?

A. I think that I would not.

Q. Why not?

A. Because it was not my custom to pay out money without first being satisfied that I ought to.

Q. Did you know at that time, or do you now know, Mr. Hanks' financial condition?

A. I did not at that time, nor do I now know.

Q. Was he not at that time, and now, notoriously insolvent?

A. I do not know. Think I have heard Mr. Green, attorney for Mr. Brown in this case, say that nothing could be made from Mr. Hanks on execution.

Q. How did you ascertain, before paying Hanks money, in October, 1864, the amount you should pay him?

A. Do not remember, but suppose from the papers in the several cases.

1286 Q. Have you any recollection of the payment of the money mentioned in receipt of Oct. —, 1863? and, if so, state what.

A. I have no recollection except that I know that I did not take the receipt shown without paying the money, and that I know that at or about the time of the October term of the district court in 1864 I paid over to the clerk all moneys in my possession in confiscation cases.

Q. How long have you known Hanks, and in what business is he now engaged?

A. Think I first met him in the spring of 1864. He is now, I am informed, a route-agent on the Kansas Pacific Railroad, and has been, I think, for a year or two.

Q. State why you gave part of the money collected by you in confiscation cases to the clerk, part to Emery, U. S. district attorney, part to John Martin, and deposited a part to the credit of the district court, in the banking-house of Clark & Co.

A. I do not remember that I ever gave any money to John Martin. The money collected by me in confiscation cases was disposed of by me as directed by the clerk, and the deposit in the banking-house of Clark & Co. for $265.00 was in the name of A. S. Thomas, clerk

1287 dist. court. Don't know whether the amount of $265.00 is the only money I ever deposited to the credit of the district court or not, but find in the statement of Clark, Gruber & Co. a credit to the district court by me on the 4th of June, 1864, for $296.40.

Q. Did you observe any different rule in the paying out of the monies collected in cases 140 & 141 from other confiscation cases?

A. Do not remember, but think I did not. The monies received by me in all confiscation cases were turned over to the clerk without specifying in the receipt the particular cases from which the money arose.

Q. Did you keep the monies arising in confiscation cases separated, or have you any account, other than your returns, showing the sources whence they came? and, if so, state what.

A. I do not remember that I kept the monies separated, and I have no account, other than my returns, showing the sources whence they came. Think I had a memorandum at the time of the monies collected by me, but don't where it is.

Q. Can you by search find that memorandum; and, if so, will you produce it before the commissioner?

1288 A. Don't know that such a memorandum is in existance. If I had it in my possession I would have no objection to its being produced before the commissioner.

Q. State if you have lost any of the papers or memorandums kept by you as marshal.

A. I do not know. I turned over to my successor all official papers; may have lost some private memorandums, but don't know. My successor in office was C. C. Whiting. Don't know whether I turned over to him any papers or memorandams in confiscation cases or not. Mr. Whiting is now dead. I kept my office in Leavenworth. Mr. Whiting kept his office in Topeka.

Q. Up to what precise time in October, 1864, did you compute the amount received, and at what time in October did you begin the computation of money, as specified in the receipt of Jan. 10, 1865?

A. I do not remember.

Q. State if you received any other money than that which is shown by your official returns in cases other than 140 & 141; of whom and how much.

A. Don't remember that I received any except as mentioned in my returns, and think I did not.

Q. State when you received the receipt of Jan. 10, 1865.

1289 A. I think I received it on that day.

Q. State what recollection you have of the amounts paid, where you got it, and how it was paid, and where paid.

A. I have no other recollection than what I can get from the receipt itself except that I know that before Mr. Hanks went out of office I turned over to him all monies in my possession in confiscation cases.

Q. Why did you desire to pay $1,442, the amt. of that receipt, to Clark J. Hanks, knowing that he was going out of office, in the place of his successor, Thomas, who was coming in?

A. I don't know that I knew at the time that Mr. Hanks was going out of office.

Q. You have stated that your custom was to pay to the clerk, during the term of the district court, monies in your hands. State what term was had into January 10th, 1865, if any, and what you were doing in Topeka on that day.

A. I find that the journal of the United States district court is at Mr. Green's office, but my recollection is that it was called the January adjourned term.

Q. Why did you select the 10th day of January, 1865, as the day to pay this money to Hanks?

A. I don't remember.

Q. Do you remember whether you were at Leavenworth or Topeka on that day?

1290 A. I think I was at Topeka.

(The journals being produced before the witness, he is asked if it aids his recollection.)

A. I see by reference to the journals of the district court that on the 11th of January, 1865, an adjourned term was being held.

Q. Look at journal B, p. 310 & 311, in reference to the resignation of Hanks, and see if you can refresh your recollection in reference to the resignation of Hanks.

A. I have looked at the book, and it does not refresh my recollection.

Q. Can you state whether it was on the morning or evening of the 10th that you took this receipt?

A. I don't now remember that I know the time of his resigning, nor do I remember why I selected the first day of the term.

Q. I will get you to look at the check of Oct., 1864, and the cross on the revenue-stamp thereon, and the receipt of Jan. 10th, 1865, and the cross on the stamp thereon, the marking in ink on the stamp on the receipt of A. S. Thomas on the revenue-stamp for $265, and also the marking on the revenue-stamp of the receipt of A. S. Thomas for $1,930.68, and the writing on the bottom thereof, "August 9th, 1865," and state by whom these marks and writing were made, in whose handwriting, if it is not in the same ink on all of them, and the same

1291 ink as the body of some of the receipts.

A. I think Aug. 9, 1865, on the Thomas receipt, was written by me. Some of the marks on the revenue-stamps on all the receipts are paler than the body of the receipt of Aug. 9, 1865; whether in different inks I don't know. I don't know whether the ink used in the receipt of Oct. — '64, & Jan., '65, is the same or not. The cancellation on the various stamps except the stamp of Oct., '64, appears to be made

with ink paler than that of the body of Mr. Thomas' receipt, August, '65. The stamp on the receipt of Oct., 1864, appears to be cancelled by darker ink than the stamps on the other receipts. The stamps on all the receipts signed by Hanks appear to be cancelled by ink of the same color of the signature, except the receipt of August 29th, of which I am not sure. I do not know by whom they were cancelled.

Q. It is asked that the receipt be left with the commissioner.

A. The receipts are my private papers, and I prefer to have them in my possession. The commissioner may inspect them at any time he wants.

(Witness makes the following statements in his own behalf:)

1292 In stating, as I have done, that all the money received by me in confiscation cases, when U. S. marshal, was received in pursuance of orders of the district court of the U. S., I mean this—that I made out my bills and items & charges according to the fee-bill then in force in said court, specifying the items of fees for specific services; and being so made out and verified by my own attended to each bill, I presented them to the court in session, and each of them was taken and endorsed by the judge as allowed, and were ordered to be paid. Those bills were then by me filed with the clerk of the court, and that is the last I saw of the bills except as here before stated, and I never received any money arising from or due me in confiscation cases, in any other manner, and I cannot tell whether the money received by me was money realized in the Edwd. S. Brown property or not. A large proportion of the money received by me, as I have stated, was for printers' bills in such cases, which were paid me, and a large part thereof was paid by me to my deputies for their services under me in such cases.

THOMAS A. OSBORN.

1293 *Collections by Thomas A. Osborn, marshal, in cases* 140 *&* 141.

WITHOUT SALE.

From Geo. W. Larrison, 16 April, 1864		204 69
" John Rothwell, 3 June, 1864		342
" Shff. of Atchison on judgt. vs. Chas. Holbut		599 50

BY SALE.

From Israel Oliphant, 24 June, 1865	175	
Thas. J. C. Duncan, " "	90	
D. D. Hendricks, 7 July, 1864	289	
" " 5 April, 1865	201	
Isaac S. Hascall, 7 July, 1864	1,025	
	1,780	1,780
		2,926 19

Fees charged by Thos. A. Osborn on his returns on orders of sale under which lands were sold in No. 140 *&* 141..

Israel Oliphant, return filed 1 July, 1865	86 25
Thas. J. C. Duncan, " " 14 " "	69 70
Chas. Ball, 1 July, 1865	56 00
D. D. Hendricks 12 April, 1865	106 60
Hascall	75 12
Case of Buson, executing writ of possession and travel	5 60
	399 27

(Endorsed:) Exhibit A.

1294 *Amounts received and fees charged, as shown by returns of Thos. A. Osborn, marshal, in other cases than* 140 *and* 141.

		Fees charged.		Money received.
20-100	20 May, 1864	34 80	20 May, 1864	60
			16 July, 1864	40
170			6 July, 1864	350
171			7 July, 1864	7
173			14 July, 1864	203
174			1 Oct., 1864	110
182	13 May, 1864	18 00		
	28 May, 1864	31 00	Sept. 17th, 1864	302 00
183	13th May, 1864	27 00		
	28th May, 1864	40 00	17 May, 1864	173 50
184	13 May, 1864	162 00		
	28 May, 1864	175 00		
	17 Sep., 1864		17 Sept., 1864	937 50
185	12 May, 1864	117 00		
	24 May, 1864	22 00	17 Sept., 1864	2 00
188	8 June, 1864	9 00		
189	11 June, 1864	11 00	17 Sept., 1864	230 00
190			24 Sept., 1864	91 00
191			24 Sept., 1864	121 00
192	20 May, 1864	19 00		
193	16 May, 1864	21 00		
194			22 Sept., 1864	50 00
195	11 June, 1864	11 00	Sep. 17th, 1864	50 00
196			22 Sept., 1864	255 00
197	7 June, 1864	15 00		
1295]	28 May, 1864	7 00	17 Sept., 1864	150 00
198	13th June, 1864	7 00	17 Sept., 1864	241 00
200			22 Sept., 1864	25 00
201			22 Sept., 1864	350 00
		726 80		3,748 00
	Amt. over	726 80	Amt. over	3,748 00
202	9 June, 1864	21 00		
203			24 Sept., 1864	31 00
204	6th June, 1864	8 00	3 Oct., 1864	25 00
	14 July, 1864	72 70		
205	28 May, 1864	6 00	28th Sept., 1864	25 00
	28 Sept.			
206			3 Oct., 1864	193 00
208			6 Feb'y, 1865	257 18
210	8 June, 1864	26 00	22 Sept., 1864	15 00
211			20 Sept., 1864	25 00
212			22 Sept., 1864	171 00
214			20 Sept., 1864	77 00
215			20 Sept., 1864	20 00
217			20 Sept., 1864	25 00
218	22 June, 1864	13 00	26 Sept., 1864	15 00
221			22 Sept., 1864	80 00
222			20 Sept., 1864	35 00
223			20 Sept., 1864	22 00
224			20 Sept., 1864	100 00
225	7 July, 1864	18 00	7 July, 1864	
			26 Sept., 1864	86 00
226	7 July, 1864	12 00	26 Sept., 1864	50 00
227	8 July, 1864	23 00		
1296 228	11 July, 1864	4 00		
229			20 March, 1865	25 00
230			9 Jan'y, 1865	200 00
231			25 March, 1865	25 00
235	9 Aug., 1864	8 60	9 Jan'y, 1865	310 00
236			25 March, 1865	30 00
237			25 March, 1865	50 00
239			7 Jan'y, 1865	932 00
		939 10		6,647 18
	Am't over	939 10	Am't over	6,647 18
240	10 August, 1864	17 00		
	28 Sept., 1864	39 50	25 February, 1865	75 00
152			18 July, 1864	542 76
			31 March, 1865	668 00
		$995 60		
167			1 July, 1864	25 00
				7,957 94

Paper referred to in testimony of Osborn marked "O."

1297] *Statement of amounts received by Thomas A. Osborne in cases other than No.* 140 *and* 141, *and the fees to which he is entitled as per scale of fees prescribed by the court.*

No.	Time.	Fees.	Time.	Am't received.
160	16 July, 1864	31 20	16 July, 1864	40 00
170	6 July, 1864	44 50	6 July, 1864	350 00
171	7 July, 1864	61 21	7 July, 1864	7 00
163	14 July, 1864	24 09	14 July, 1864	203 00
174	1 Oct., 1864	31 80	1 Oct., 1864	110 00
182	3 May, 1864	8 50		
	14 May, 1864	12 00		
	17 Sept., 1864	40 06	17 Sept., 1864	302 00
183	13 May, 1864	8 50		
	14 May, 1864	12 00		
	17 Sept., 1864	52 70	Sept. 17th, 1864	173 50
184	13 May, 1864	8 50		
	14 May, 1864	12 00		
	17 Sept., 1864	239 62	Sept. 17th, 1864	973 50
185	12 May, 1864	8 50		
	14 May, 1864	12 00		
	17 Sept., 1864	24 06	Sept. 17th, 1864	2 00
188	10 June, 1864	8 50		
	11 July, 1864	12 50		
	30 Sept., 1864	7 50		
189	11 June, 1864	10 50		
	July 14th, 1864	12 50		
	17 Sept., 1864	32 90	Sept. 17, 1864	230 00
1298] 190	6 June, 1864	14 50		
	11 July, 1864	12 50		
	24 Sept., 1864	32 73	24 Sept., 1864	91 00
191	6 June, 1864	14 50		
	11 July, 1864	12 50		
	Over	802 37	Over	2,446 00
191	24 Sept., 1864	33 63	Sept. 24, 1864	121 00
192	20 May, 1864	18 50		
	11 July, 1864	12 50		
	28 Sept., 1864	23 50		
193	16 May, 1864	19 50		
	14 July, 1864	12 50		
194	11 July, 1864	12 50		
	22 Sept., 1864	44 70	22 Sept., 1864	50 00
195	11 June, 1864	10 50		
	14 July, 1864	12 50		
	17 Sept., 1864	25 50	17 Sept., 1864	50 00
196	8 June, 1864	28 00		
	14 July, 1864	12 50		
	22 Sept., 1864	50 35	22 Sept., 1864	255 00
197	7 July, 1864	23 00		
	14 July, 1864	25 00		
	Sept. 17, 1864	48 00	Sept. 17, 1864	150 00
198	13 July, 1864	6 50		
	14 July, 1864	12 50		
	17 Sept., 1864	31 00	17 Sept., 1865	241 00
200	8 June, 1864	27 70		
	14 July, 1864	12 50		
	22 Sept., 1864	43 95	22 Sept., 1864	25 00
1299] 201	8 June, 1864	27 70		
	14 July, 1864	12 50		
	22 Sept., 1864	53 70	22 Sept., 1864	350 00
202	9 June, 1864	19 50		
	14 July, 1864	12 50		
203	7 June, 1864	17 50		
	14 July, 1864	12 50		
	24 Sept., 1864	33 93	24 Sept., 1864	31 00
204	6 June, 1864	7 50		
		1,546 53		3,719 00
204	14 July, 1864	12 50		
	3 Oct., 1864	23 75	3 Oct., 1864	25 00
205	20 May, 1864	19 00		
	16 July, 1864	12 50		
	28 Sept., 1864	31 75	28 Sept., 1864	25 00
206	15 June, 1864	35 00		
	16 July, 1864	12 50		
	3 Oct., 1864	56 79	3 Oct., 1864	193
208	14 June, 1864	16 50		
	16 July, 1864	12 50		
	6 Feb'y, 1865	39 71	6 Feb'y, 1865	257 18
210	8 June, 1864	30 50		
	22 July, 1864	25 00		
	26 Sept., 1864	64 75	26 Sept., 1864	25 00
211	22 June, 1864	16 50		
	22 July, 1864	12 50		

	20 Sept., 1864	32 75	20 Sept., 1864	25 00
212	20 June, 1864	27 70		
1300]	22 July, 1864	12 50		
	22 Sept., 1864	48 43	22 Sept., 1864	171 00
214	22 June, 1864	16 50		
	22 July, 1864	12 50		
	20 Sept., 1864	34 21	20 Sept., 1864	77 00
215	22 June, 1864	19 00		
	22 July, 1864	12 50		
	20 Sept., 1864	32 60	20 Sept., 1864	20 00
217	22 June, 1864	16 50		
	22 July, 1864	12 50		
	20 Sept., 1864	32 75	20 Sept., 1864	25 00
218	22 June, 1864	17 50		
	22 July, 1864	12 50		
	26 Sept., 1864	34 65	26 Sept., 1864	55 00
	Over	2,343 37	Over	4,617 18
221	29 June, 1864	27 70		
	29 July, 1864	12 50		
	22 Sept., 1864	45 60	22 Sept., 1864	80 00
222	6 July, 1864	16 50		
	30 July, 1864	12 50		
	20 Sept., 1864	33 05	20 Sept., 1864	35 00
223	6 July, 1864	19 00		
	15 July, 1864	12 50		
	20 Sept., 1864	35 91	20 Sept., 1864	47 00
224	6 July, 1864	24 00		
	30 July, 1864	12 50		
	20 Sept., 1864	58 50	20 Sept., 1864	100
225	7 July, 1864	35 00		
	3 July, 1864	12 50		
1301]	26 Sept., 1864	33 08	26 Sept., 1864	86 00
226	7th July, 1864	22 50		
	30 July, 1864	12 50		
	26 Sept., 1864	39 50	26 Sept., 1864	50 00
228	11 July, 1864	17 50		
	17 Dec'r, 1864	12 50		
	23 March, 1865	22 50		
229	19 July, 1864	6 50		
	22 Dec'r, 1864	12 50		
	20 March, 1865	22 75	20 March, 1865	25 00
230	9 July, 1864	25 00		
	1 Oct., 1864	12 50		
	16 Dec'r, 1864	96 00	16 Dec'r, 1864	200 00
235	9 Aug., 1864	8 10		
	10 Nov'r, 1864	12 50		
	9 Jan'y, 1865	31 30	9 Jan'y, 1865	310
		3,109 36		5,550 18
236	27 July, 1864	16 50		
	Dec'r 9th, 1864	12 50		
	25 March, 1865	32 90	25 March, 1865	30
237	28 July, 1864	19 00		
	9 Dec'r, 1864	12 50		
	25 March, 1865	44 00	25 March, 1865	50 00
239	12 Sept., 1864	37 00		
	22 Sept., 1864	12 50		
	7 Jan'y, 1865	86 46	7 Jan'y, 1865	932
240	10 Aug., 1864	14		
	28 Sept., 1864	12 50		
1302]	18 March, 1865	39 75	18 March, 1865	75 00
231	20 July, 1864	30 00		
	23 Dec'r, 1864	12 50		
	25 March, 1865	31 25	25 March, 1865	25 00
	29 Aug., 1865	20		
167	1st July, 1864	32 75	1 July, 1864	25 00
152	18 July, 1864	34 78	18 July, 1864	542 76
	18 June, 1864	15 00		
	31 March, 1865	50 04	31 March, 1865	668 00
199	July 16, 1864	12 50		
	1 June, 1864	7 50	Condemnation vac'ted.	
207	14 June, 1864	10 50		
	3 Oct., 1864	15 50	Condemnation vacated.	
	16 July, 1864	12 50		
299	13 June, 1864	14 50		
	16 July, 1864	12 50	Condemnation vacated.	
	5 Oct., 1864	19 50		
213	21 June, 1864	26 50		
	22 July, 1864	12 50	Costs paid by dft.	
	20 Sept., 1864	21 50	Decree of condemnation vacated; marshal's costs paid, $25.00.	
		3,811 79		7,897 94
	Over	3,811 79	Over	7,897 94
216	27 July, 1864	12 50		

	1 July, 1864	27 70	Dismissed.	
219	22 June, 1864	14 50		
	23 July, 1864	12 50		
	19 Sept., 1864	19 50		
220	28 June, 1864	10 50	Condemnation vacated.	
1303]	30 July, 1864	12 50		
	30 Sept., 1864	15 50		
232	19 July, 1864	16 50	Dismissed.	
233	19 July, 1864	16 50	Dismissed.	
234	11 July, 1864	27 70		
	10 Oct., 1864	12 50	Dismissed.	
	13 Dec'r, 1864	27 70		
227	4 July, 1864	85		
	17 Dec., 1864	12 50		
	23 March, 1865	35		
		4,170 39		7,897 94

1304 A. S. THOMAS, sworn:

I received in cases 140 & 141, confiscation cases, as clerk, $167.64, of D. C. Davis, one of the debtors. The statement of the same and the name of its receipt is stated in Exhibit A, hereto attached. My fees in that case were $15.00.

There was money collected by the marshall from Jan., 1865, to August 17th, 1865, to the amount of $1,930.68. This amount I know of, but will not state that there was no more.

This amount is the amount shown, and the cases from which the same was collected are shown, in a book of account of the same now produced by me before the commissioner.

I think I bought this book of George Wilmoth's book-store. It was paid for by the Government, I think. I think the marshal (Osborn) furnished the book to me; that it was bought with a bill of stationary. I don't know where the order of allowance for the bill of the stationary of which this was a part is. I might have bought this book myself. I

1305 am not certain about anything about this book except that I have it, and had it before this transaction took place, of which a minute is made in the book. I don't know the price or order of the book.

There are no orders of court approving of stationery bills bought by the marshall.

Why was the paper in the begin'ing of the book, signed by Mark W. Delahay, judge, pasted in the book, instead of being written in the book itself?

I do not know why.

Where did the paper come from on which that order is written?

A. I found it in my office. The body of it is in my handwriting. I suppose the reason it was not put on the journal at that time was that I forgot it. I think we were making Journal B at that time. I don't know why I forgot to enter this paper on Journal B; they were talking about the money, and I told them I would allow an order if it was right, and I drew this, and the judge signed it. I don't know what offic'rs of the court were talking about the money, but think it was Emery & Osborn.

1306 I don't know what was meant of passing an order for money which had never come into my hands.

Ques. (by Mclyn:) Why did you propose and draw this order for the signature of the judge for the disposition of any money, when at that time no monies were in your hands nor orders made to pay it to any persons?

I don't remember why I did.

A. I know the money had been raised, and it was talked about by, I think, Emery & Osborn.

State whether this book was bought before or after April, 1865?

A. I don't know.

Why were those papers all pasted in the book, if at the time you had the book and could have written the same in the book?

Answer. I think I had letters transmitting those papers to me; I think I have those letters, but may not have.

Q. Which of these papers pasted in this book were transmitted to you by letter?

A. I don't know. The paper in the fore part of the book was drawn up and signed on the 18th of April, 1865.

1307 Q. Why was not the receipt you gave Osborn for money not dated?

A. I cannot tell; I suppose it was omitted.

Why were not the orders to James S. Emery of $1,500, signed by Delahay, not dated?

A. I do not know.

Q. In whose handwriting is that paper?

A. Osborn's. I received that paper on 17th August, 1865.

Why was not that paper signed by Delahay entered on the journal that was being used at that time?

A. I do not know. I don't think it would be proper to so enter it, because it was not in court-time. The reason I put it here was, I supposed I had to keep this account, and this order would protect me. All these papers were allowed by me and pasted in this book on the 17th of August, 1865. They came to me from Osborn, except the first order, which was fixed up April 18th, 1865.

Q. Who was Osborn at the time he wrote the order to Emery, and where was it written?

1308 A. He was U. S. marshall. I do not know where it was written. The paper was put to me by mail, I think, from Leavenworth.

Q. There is a receipt from Emery, file-mark August 17th, '65; when did you get that?

A. I got it in that same letter as the other. I did not pay Emery that money myself.

Q. How come you to except a receipt purporting to be a receipt from you when you did not pay the money?

A. In the first place, Osborn had collected the money stated in the book, $1,930, and he wanted a receipt that he had paid it into court. He sent me an order, which I filed on the 17 August, 1865, signed by Delahay, and Emery's receipt for $1,500, filed on same day, signed by Emery, and also his own receipt filed on the same day. I do not know how Emery received the money, I only know what the receipt says. I have had some conversation with Osborn about the payment of this

1309 money and the receipt of the letter containing those papers. He told me he paid the money to Emery. I don't remember of anything further that he said. I never spoke to Judge Delahay as to where he was when he signed those papers. I did not see him sign them. I do not know whether there were any other papers in the letter containing these or not. The $1,930.68 was never received by me, except $150 of it.

Q. Why did you put it in your book as received by you when it was not yet received?

A. Because they had sent me those receipts and the order signed by the judge, and I thought the transaction was proper and right, and the receipts as good to me as the money.

Q. Then the money on this receipt of $255.68 was not paid by you?

A. No; he sent me the receipt, and it was included in that first receipt I took it the same as money.

1310 Q. You say that Osborn's receipt was as good to you as the money; why did you and Osborn by interchange of those receipts desire to make it appear that the money collected by Osborn had been in your hands when in fact it had not?

A. I supposed this money was due to Mr. Osborn, and if I received the money it would be only to pay it back to him.

Q. You took Osborn's word, then, that this money came from sales in Brown's matters. State, if you know, for what services and in what causes Osborn was entitled to compensation.

A. I cannot state in what particular cases he was entitled to fees.

Q. State when you became clerk of the court, and how much money was collected fram the various confiscation cases, and how much of that money came into your hands.

A. I was appointed clerk Jan'y 11, 1865. I do not know of any except $1,930.68 already mentioned & am't rec'd by me in case of Davis, already stated, & $265 in case of Duncan & Oliphant, mentioned

1311 in the other portion of the book shown to the commissioner. Of all the foregoing amounts actually came into my hands $317.64, $150 of which was paid to me by Osborn.

What do you know about any money being deposited in the bank of Clark & Co.?

Jan'y 9, 1866, I know by a certificate of deposit that $265 was deposited to my credit. The deposit was made by Mr. Osborn, as he told me, being money collected in case of U. S. *or* Bond for $600 et al., collected by sale of Duncan & Oliphant's property.

When did you receive the certificate of deposit, and how did you receive it? What, if any, check did you receive with it, what was done with the check, what became of the money, who got it, and how was it gotten?

I rec'd it in June, 1866; I do not know whether by the hands of Osborn or by letter. I cannot state certain whether I received the check with the certificate of deposit or not. I signed a check to Thos. O. Osborn, U. S. marshal, for the money, I think in June, 1866, but

1312 cannot say certain, on the bank of Clark & Co., of Leav'th. I think Judge Delahay signed the check with me. I do not know where he was when he signed it, if he signed it.

A. State how many checks you signed as clerk of the court on Clark & Gruber or Clark & Co., for moneys deposited there to the credit of the United States district court, if you have ever seen the check or checks since that time, and what you know of the whereabouts of those checks and of any checks drawn by any of the clerks who preceded you in office.

I think I only signed the one above referred to, for $265. I never have seen or heard of that check since that I know of. I have never seen any checks drawn by my predecessors, if any such were drawn. I have never seen any checks in the office, nor never knew of any being there. I think I would have seen them if there had been any there since I was clerk. I have never heard Judge Delahay, Osborn, Mc-

1313 Dowell, Hanks, or Adams say anything about any checks drawn on Clark & Co. or Clark & Gruber, or any confiscation fund except the $265 above mentioned, and only Osborn speak of that. I have never asked Clark & Co. or Clark & Gruber for any checks, nor do I know of any entry in the journal of the court in regard to any checks drawn on

the banking-house of Clark, Gruber & Co. or Clark & Co. directing the bankers above named to pay any of this money.

Qu'st. by counsel. State whether there are any other records, rec'pts, vouchers, or other papers in the office of the clerk of the district court of the United States for this district, except what you here described to me, showing the receipt and desposition of money collected in confiscation cases, or showing any authority for paying the same out, or showing any fee-bills or allowances of fees.

I have examined the office carefully, and I believe I have furnished everything that can be found in the office. I am clerk of the court, and have been since Jan'y 11, 1865.

1314 Q. State how it was you rece'ved just $150; how you received it, from whom, and in what confiscation cases.

A. I received it from Osborn, of money collected in all the cases mentioned the book referred to before the 17th of August. He did not state anything about it. I do not know whether it was paid in money or a check, nor when it was paid. I do not know how that particular amount happened to be paid to me, nor why it was that and not a larger or smaller sum. I only know that I got that amount, & because I have an account of it. I don't remember having any conversation with Emery, Osborn, or any other member of the court as to how much I should rec*ie*ve. I remember sending Osborn a receipt for the $1,930.68, and think I sent it by mail. I think it was the 17th of August, '65, I sent the rec'ipt. I never saw the letter I sent him, if I sent one. I don't know whether I have the letter he sent me on the subject or not.

Q. If that receipt was given to Osborn about the 17th of August,

1315 1865, and it embraced all this money received by him during your term of office, with what funds did you pay the receipt signed by Goodwin, Oct. 12, 1865?

A. I paid it out of the $317.64 in my hands in confiscation cases. The balance of the $317.64 is still in my hands. I have never had any money transactions with Judge Delahay. I know nothing of E. H. Garvey having acted as special commissioner while I have been clerk. I never knew that Osborn had received any money within the two months before I came into the office of clerk. He never paid or accounted to me for any except what is shown in the book above referred to, and that was collected after I came into office. I know of no other clerk having kept any such book as that shown by me. I never saw any. I never saw any list of moneys collected in confiscation cases in the clerk' office except the one shown by me, other *of* what is shown by the returns of the officers. The clerk's costs in criminal cases in

1316 that court are sent to Washington on the first days of July & January, and then audited & paid; and the marshal*l*'s and witnesses' costs are paid in the same way, I b'lieve, on accounts made by the marshal*l*. I think they were directed to the First Auditor of the Treasur*e*s Department. I get $5 a day for every day the court is in session, and the balance is made up by fees I charge in cases.

In a receipt signed by T. A. Osborn to yourself for $265, without date, on your book, as confiscation fee-bill, state where that is.

A. I was clerk, and know there was no such fee-bill spread on the journal. The receipt is in Osborn's handwriting. I don't know when that receipt was written and signed by Osborn.

Q. State whether that receipt was written in '65, '66, '67, or 68.

A. I think it was written—I can't tell when it was. He must have been in the office. I presume it was some time in June or July, '66. I

never received any money from Clark & Hanks, who preceded
1317 me in the office of clerk, nor any bank-book, nor checks, nor fee-bills.

A. S. THOMAS.

JUNE 22, '71.

U. S.
vs. } 140 & 141.
BOND FOR $600, (D. C. DAVIS.)

March 28, 1866. Rec'd from M. R. Benton, per hands of G. W. Glick 26 00
Aug. 1st, 1866. Rec'd of George J. Martin, for C. D. Benton.. 41 64
Sept. 25, 1865, of J. L. McDowell..... 100 00
(A)

JULY 3*rd*.

J. L. MCDOWELL sworn.

Witness raises the following questions:

1st. Whose witness he is?

The commissioner decides that the witness is not a witness for
1318 any particular person, but is a witness in the proceedings generally, and required to answer any question asked by the commissioner o*n* any party in interest.

Q. State what office you held under the United States, State of Kansas, during the war, when it commenced, and when you closed your office connection with the district court.

A. I held the office of U. S. marshal for the district of Kansas, from March, 1861, to the beginning of April, 1864.

Q. State what, if any, moneys came into your hands, as marshal, in cases No. 140 & 141 consolidated, arising from confiscation of property therein named as the property of Edward S. Brown's.

A. All moneys came into my hand as such marshal were by me reported to the court. Since service of this notice and subpœna on me I find neither the papers nor records in the court. I have, therefore, no data from which to depose an additional statement.

Q. When and to whom, and where, did you apply for the
1319 papers in 14' & 141 to see your returns of the moneys by you collected, and what did you learn as to the whereabouts of the papers, and from whom did you learn anything about the papers, since the service of the notice on you in reference to this matter had been referred to the commissioner, E. Stellings?

A. I learned from Mr. Osborn and from Mr. Fenlan that the record and papers were in Mr. Stellings' office, and Mr. Green's office, in this city, after I had made arrangements to go to Topeka, intending to spend some two or three days in examining the same.

Q. What Osborn do you mean?

A. I mean Thos. A. Osborn, former marshal, and Thos. P. Fenlen, partner of Mr. Stellings, formerly employed by me as attorney, whom I have consulted in this case.

Q. Have you asked Mr. Stellings to let you see the execution and your returns; if so, where and when; if not, why didn't you call on him to see them?

1320 A. I did not ask Mr. Stellings because I knew the papers and records were being used in this examination, or by counsel in preparing for it, and that neither I myself nor myself and counsel could have one opportunity of sitting down and using those records and papers for

the purpose of making a full statement whilst they were being so used; neither did I feel like doing it outside of where those records belonged and when they were sc'ttered in the hands of different persons. I came in at 2 o'clock to-day in answer to subpœna, found no one in the office of Mr. Stelling, and found the official papers lying around on the table and the doors open.

Q. Did you take any of the papers or make any alteration in the records when so found by you?

A. I didn't touch the papers.

Q. How did you know the papers, and how they were scattered around without touching them?

A. I walked into this room, looked for Mr. Stellings, and seen the papers on the table.

1321 Q. What papers and records, naming them, did you see in the office of H. T. Green?

A. I haven't been in the office of H. T. Green. I couldn't seen anything, for I wasen't in it.

Q. How do you know that you or your attorney, or yourself alone, could not have examined the papers in Mr. Stelling's hands as well as if they had been in Topeka, in the court-room, and that they have been in use all the time for the past three or four weeks?

A. I don't presume that all the papers have been in use all the time, but I did not suppose that there would be any chance to sit down and make a careful examination running over a period of nearly three years when the examination of witnesses in the case was being continued during the business hours of every day, or nearly every day.

1322 Q. Why did you so suppose? What, if any, knowledge have you had of who was being examined? What was being done with those papers, and how have you obtained your information on this subject, and how much of your time have you spent before the commissioner since you were served with a notice in this matter, and when were you served with a notice?

A. I was served with a notice two or three weeks ago (I don't recollect the date) that such a commission would sit two days after the date of the notice. I spent about fifteen minutes in the commissioner's office the next day, I think, thereafter, and told him that I could not be ready until I gave the whole case a going over; I could not be ready to make an intelligent case. I am not certain, but think I said I would have to go to Topeka. I know I did to counsel, before I could make such statement, believing at that time that all the records in the case were at Topeka. Sickness in my family prevented me going until about the

1323 time of the examination of Mr. Osborn before Mr. Stellings' command, when I learned from him and Mr. Fenlen (I think I met him about that time) that those records and papers were in this city; also learned from Mr. Osborn, in meeting him accidentally on the street, that the commissioner and counsel were occupying each day with his examination, and using the papers and records in such examination. This morning I was subpœnaed to attend.

Question by commissioner:

Q. Does not your counsel, Mr. Fenlen, occupy the same office with Mr. Stellings, the commissioner?

A. He does.

Coms. Q. Hasen't Mr. Fenlen known all the time that the records and papers were in the office occupied by himself?

A. I have reason to suppose he did. On first consultation with Mr.

Fenlen, I did not say what I wished him to do, nor what I wished
1324 to do at Topeka, nor did I say anything about the records; merely asked him if he could act as counsel for me in this case.

Question by com. Have you or your counsel ever made objection to the records and papers being in the office of Stellings & Fenlen; whether you or your counsel has ever asked access to any of the records or papers; whether an examination of any of the records or papers has ever been refused to you or your counsel?

A. Has been no refusal to myself, and I presume none to my counsel. I have never asked the commissioner for access to them. No objection that I know of has never been made to the records being here.

By counsel, Mr. Green:

Q. Where do you reside, and where have you resided since 1861?

A. This has been my home ever since.

Q. You seem to have derived most of your information as to what has taken place before the commissioner from Mr. Osborn. State how often you have met him and conferred about the matter, and with what
1325 other members of the court and officers you have talked with about this matter since his examination commenced, when & where.

A. I seen Mr. Osborn about 8 days ago at his home, where I called on business. I believe he talked about five minutes about his examination, and then about other matters. I don't know how long I was there—not over ten or fifteen minutes. I think I met him about 10 days ago on Delaware ; don't remember just where on the street. He said something about his examinations; don't think he talked more than three minutes about it that day. I met him a week ago, I think, to-night, in the district court room, and neither of us said anything. I met him to-day on Delaware street, near the cor. of 3rd; he talked possibly a minute and a half about his examination. I did not meet him at any time by appointment or for the purpose of a conference, but incidentally as at other times. I met Judge Delahay first after his exami-
1326 nation; I think he said he was put through his examination, and in company with him and Judge Horton rode from near Second on Delaware to Codwell's and back—Senator Codwell's, on Broadway. Judge Delahay alluded to his examination some two or three times during the ride.

I think met yesterday or this morning on Delaware , and I think he alluded to the case; we didn't stop more than a minute or a minute and a half altogether. I met C. J. Hanks on Delaware street, between 2nd & 3rd, I think about 3 weeks ago. I can't remember the time, and he told me that he had just been examined or subpœnaed to appear. I am not certain which. I do not remember to have met any other member of the court excepting Marshal Houston.

Q. Are these the only times that you have met and conversed with Delahay, Osborn, & Hanks with relation to what was transpiring before the commissioner?

1327 A. As far as I remember these are the only times. Hanks I know is; the other gents I met nearly every day as I pass up and down Delaware street, but to the best of my rememberance these were the only times that they referred to this case.

Q. If these are the only conversations that you have had with these gentlemen, why did you state in the beginning of your examination that the papers and your returns were being so used, since you were served with a notice some two or three weeks ago, that you supposed you

wouldent have time to look over them and make up your account of the moneys received by you, as by the order of the circuit court you had been required to do?

A. I do not see any connection between my conversations with the officers of the court, who were examined, and my first answer.
1328 I was satisfied without any further inquiry, that whilst the examination of a witness was pending before the commissioner, that papers and records would be used during the entire business portion of the day and at other times by counsel, and that should I be required to make another delated statement of all moneys received and paid out it would be impossible for me to do so whilst such examination of other witnesses was progressing, as I knew that to make such statement it would be necessary for me to go over most of the records of the district court and many of the papers for a period of very nearly three years of my time.

(Mr. McDowell is here shown the papers in confiscation case No. 140 & 141, consolidated.)

Q. State the amount of moneys received by you in confiscation cases 140 & 141, consolidated, and if you received moneys in those case in any other than that shown by your returns; if so, state of whom
1329 received and the amount received while you were marshal, and why the amounts received were not put on your returns; and you are further required to make and furnish to the commissioner a written statement of those amounts and the persons of whom received.

A. I do not remember now of any amounts received before which were not endorsed either on writ or on margin of record; some moneys were paid after a return of writ, when it was paid over to clerk, and may only have been endorsed on margin of record. I am asked to sit down and make a copy of my official returns as marshal. Those papers are in the hands of the court and counsel, and they have that official return.

Q. Will you take your accounts, and with them, and any other memorandums you now have, state the amount which came to your
1330 hand while marshal in this case 140 & 141 consolidated?

A. I have no other data except my returns and the record of the court.

Q. Can you, or will you, perform the duties you have been asked to do?

A. I refer you to my official returns and the record of the court.

Q. Those records seem to have been altered; the returns seem to be scratched. We desire you to take the papers and the records and state which is your writing and which is the writing of other persons, so that we can ascertain what were your fees & what were your returns and what were not; will you do so?

Witness is here shown journal A, page 539, of the district court of the United States.

Also, the witness is shown an order of sale against Isaac Hascall in the case of lands mortgaged by Isaac Hascall in said cases 14' &
1331 141, and to his return thereon in which he states his fees. Will you explain why you charged $8.00 for making a deed and three dollars for serving writ, as also on money of your returns prior to the expiration of your term of office; why you charged fees greater than allowed by the court and signed by Judge Williams, and if you will assist in ascertaining the legal fees for your services in confiscation cases, and in making an account of the moneyes received by you in this

case? and your attention is also called to another order of sale of Hascall and wife, dated Dec. 7th, 1864, with like request.

A. With regard to court journal shown me, page 539, I know nothing about the change of record, neither do I remember whether the dates as they now stand here are such as allowed by Judge Williams or not. There appears to have been a number of entries made in pencil and afterward made in ink, some of them changed from the amount made in pencil and all made in ink, and afterward changed in pencil.

1332 The writ issued in January, 1864, against Isaac I. Hascalls and Sarah J. Hascall, there are no alterations in any of the figures in taxing the costs. The other writ against Isaac Hascall & wife, issued 20 Janu'y, 1864, there are two amounts of costs that seem to have been charged, two appraisements; it is now $8.50; what is was, or intended for, I cannot say; 2 deeds $16.00 looks as if it might have been $10.00 before changing; the changes were evidently made by myself, and at the time of taxing the costs, because the footing up is correct with the appraisements at $8.00, and the deeds at $16.00, and the sum total of the are made by myself—the figures of the sum total. I suppose the reason why I made the charges was because they were in accordance with the fee-bill of the United States district court at that time.

Q. Can you show us that fee-bill?

A. I cannot. This seems to be the fee-bill allowed by Judge Williams. This is Judge Williams' signature.

1333 Q. Which?

A. In record A, page 539.

Q. You say that is Judge Williams' signature. Do these altered figures look like the handwriting of John Morton, who was clerk at the time of this entry, and in whose handwriting the body of the record was kept? Which are his? What do you know in relation to the alteration of that record from the original amounts fixed by the court as fees to which the marshal would be entitled to in confiscation cases, and in whose handwriting the alterations are made?

A. They do not look like figures usually made by John Morten, who was clerk at the time the entry was made. I don't know anything in relation to the alteration of the record, or change of figures, which is the change of record. It would be impossible for me to tell in whose handwriting the alteration was made.

Q. What other order of court can you point us to, made while

1334 you were in office, regulating the allowance of marshal's fees; where is it recorded?

A. I do not know from memory whether this was the order of the court under which fees were taxed in confiscation cases, or whether this was the only order or no.

Q. Then you taxed your fees on your returns without being governed by the only known order of the court?

A. I always taxed my fees in accordance with the rule of the court in existance at the time such taxation was made, and all such taxations of course were by me made up in detail, and in detailed form examined and allowed by the district court.

Q. Who was judge at the time you say these orders were made, and where are the orders, and how were they made?

A. Judge Williams was judge of the U. S. district court when one order was made; Judge Delahay was judge of the same court

1335 when another allowance of costs was made. Those costs were made, but in detail in each case, and the charges by me presented

to the judge of the court, and after examination and allowance passed into the hands of the clerk of the court, and they now should be amongst the records of the court.

When did you last see any such papers of which you speak?

A. I do not know that I have seen any of those papers since I ceased to hold the office of marshal.

Q. You state that Judge Williams once made an order for the allowance of your fees on confiscation cases. State if the order of the 8th of June, 1863, found on record A, page 539, was not made with your knowledge and after consultation with you, who was their marshal, and if, during the life of Judge Williams, and on returns made in his lifetime, you were not governed by the scale of fees fixed by that order?

A. I have no doubt that during Judge Williams' term of office
1336 as judge, but I was governed in taxing my costs by such order as he may have made. I have no doubt that I may have asked him what sum he would allow for some of the service performed by the marshal in confiscation cases, but he was not a man to be consulted very closely in questions over which he had entire control himself by any other officer of the court. I was governed by whatever order of the court in force at that time in taxing my costs during Judge Williams' term of office.

Q. State when you ceased to be governed by the order of the 8th June, 1863, in taxing your costs; and if at any time during Morten's clerkship you consulted that order with reference to the amount of fees which would be due you for the services therein specified.

A. I at all times taxed my costs in accordance with the rule of the court in force at the time at which the costs were taxed, and almost invariably consulted with the clerk as to what my costs were
1337 for the different services performed, he being more familiar with the fee-bill than myself, and knowing that himself, the clerk and the judge of the court would have a revision of my fees before they would allow me the same. I suppose I consulted the order of the court at different times myself; when first or when last I could not tell.

Q. Will you answer the question as to your consultation with John Morten, when he was clerk, in regard to your fees?

A. I do not understand the question, nor what informant counsel wish to get by asking the question. I would say, however, that I consulted Mr. Morten, then clerk, very frequently when making returns, to know what the marshal was entitled to charge for this, that, or the other particular service.

Q. When, during your term of office, did you discover that this fee-bill of the 8th of June, 1863, had been changed in the 1st item of fees from $2.50 to $3.00, and that making a deed from $5.00 to $8.00;
1338 for appraisement property from $1.50 to $2.50 and then $5.00; and what, if any, returns did you make in accordance with the altered condition of this record, or when did you first see the record in the altered condition?

A. I suppose, in your question relative to the fee-bill, you refer to record A of the U. S. district court, page 539; from memory, I do not now recollect to have ever seen this page with marks of changes and alterations upon it before to-day; I may have; the best of my recollection, I do not remember to have seen it in taxing any costs. I know I always was governed, during Judge Williams' term and during Delahay's, so long as I held office whilst he was judge, that I was governed by such fee-bill, rule, or order as was recognized by the court as the one governing the marshal and the other officers in taxing their costs.

The parties met at 9 o'clock a. m., July 4th, and Mr. Fenlen, atty. for McDowell, requested that this examination should not proceed on
1339 account of this being a holiday, and, therefore, on account of the necessary absense of the commissioner, the further examination of the witness is adjourned to Saturday, 8th day of July, at 8 o'clock a. m. The witness, being in presence of the commissioner, is required to produce, in his examination on Saturday next, all checks, accounts, or other papers he may have in his possession or under his control in reference to the receipt and distribution of moneys in all confiscation cases.

Examination resumed.

A. In searching for papers required by the commissioner I found these two checks. How or when they came into my possession, or from whom I received them, I am not able to say. They are checks given to me for money, which money was paid to me, and they as vouchers do not belong to me. They are the only checks that I have amongst any of my papers having any connection whatever with this case. These
1340 are two receipts from the clerk of the U. S. d. court, C. J. Hanks, for confiscation moneys received by me after the October term, 1863, of the U. S. district court. This is a receipt for one hundred dollars from A. S. Thomas, on a judgement against D. C. & R. A. Davis, which the clerk claimed that I had never paid into court, but I always believed I had, but settled the case by forwarding $100.00, and getting this receipt, for moneys, confiscation moneys, I mean, received prior to the close of the October term, 1863, of the U. S. district court. I had either taken no vouchers, excepting the endorsement of the amount on the record, or, if I have, I have been unable to find anything of them against my papers.

(Here the witness produced the checks and receipts, of which the following are copies, herewith attached to his deposition.)

The papers are respectively signed by the parties whose names appear thereto.

Q. You say the receipt of 6th August, 1864, as also two checks
1341 of the same date, were given to you by Hanks, and that the receipt for over $7,000.00 was given for various smaller sums; why this was the case?

A. At that time, the 6 of Aug., I paid him some money; we had a settlement at that time. I had paid him some money prior to that time, for which I had receipts. I had paid some money, for which I had no receipts. I proposed at the time to take a receipt for all moneys paid to them. I suppose that is the reason why they are all embraced in one receipt up to that time.

Q. Why did you have a settlement so long after your term of office had expired? When was this settlement, who was present, who called on you to make it?

A. Why it was so long after my term of office had expired I might give a great many reasons. In the first place, Mr. Emery, who was then U. S. district attorney, was anything but friendly toward me as an officer, and threw every obstruction he could in my way. Again, at this
1342 time, or very soon after, there was a suit brought against me by the U. S., through the instrumentality of Mr. Emery, for an alleged balance due from me to the U. States, which was not concluded for some eight or nine months from this time. Again, this was some two or three months after my successor as U. S. marshal was appointed, and was not a long time after; and I suppose that at this time I was

not through with my settlements with the officers of the court. This settlement, I think, was concluded here in the city. I am not certain; I think it was. I have no doubt, and feel certain, that it was partially made at Topeka, and at various times prior to this, there; but, I think, was concluded here at the time mentioned in those papers. Whether or no there was any other person present at the time this settlement was concluded, I could not say positive; the best of my recollection, there was no one but Mr. Hanks and myself.

Q. Then I understand you to say the papers were drawn at Leavenworth City—the consum'ation?

1343 A. The settlement, I think, was concluded at Leavenworth. I could not say positively that the papers or any of them were drawn at Leavenworth.

Q. Can you state whether the two checks of that date and the receipts were drawn at the same date, and in whose handwriting they are?

A. The checks and this receipt are in my own handwriting, excepting the signature. The checks I do not think, from appearance of handwriting, were written by me at the same time that the receipt was written. From recollection I cannot say when or at what particular place I wrote either or all of them. My impression from memory is that Delahay—Judge Delahay—had these checks presented to him by me at Topeka, and that he there signed them. Of this I am not positive. It is my recollection.

Q. State, if you' recollection serves you, if the court was in session when Judge Delahay signed these checks in Topeka—if they were then signed?

1344 A. My impression, from recollection, is that I presented those checks to the judge in the district court-room at Topeka; on the other hand, that date court was not in session, or it was not the time of the regular terms of the court; the best of my recollection is that Judge Delahay signed those checks in Topeka. I have a faint recollection that I presented the check to him on the bench.

Q. Will you look at the journal in which the proceedings of the court were kept for 1864, and state if you are not mistaken about the court's being in session on the 6th of August?

A. The journal shows that the court adjourned on the 30th day of July, 1864. I did not say that it was in session on the 6th of Aug., but that my impression from memory was, and still is, that I presented those checks to the judge for his signature as before stated. I may be mistaken; it is the only recollection that I have of where those checks were signed.

1345 Q. State what was the communication between Topeka and Leavenworth in Aug., 1864, and what time would intervene between the signing of the check at Topeka and the there travel and presentation at the bank of this check at the house of Clark & Co.

A. I b'lieve communication at that time was by stage-coach or private conveyance, and the stage-coach started in the morning; it took one entire day to travel over the route—a hard day's travel; a check drawn at Topeka could not be presented and drawn from the bank the same day here during banking hours.

Q. State why you didn't receive from Delahay and Hanks the whole money drawn for on the 6th of Aug. in one check.

A. I cannot say whether it was my own opinion that they should not be drawn as one check or whether I was directed by the judge to draw seperate checks for the amount.

1346 Q. State for what services of yours or for what purposes these funds were drawn from Clark & Co.' bank.

A. For the purpose mentioned in the checks.

Q. How were they applied by you, and by whom were they drawn from the bank, and to whom was the money paid? State the names of the persons, if you know to whom payment was made from the funds of this. the $1,890 check, and state if the expenses to the various parties to whom funds were due from the court for services at the April term had not been paid before that time, the 6th of August, and by which marshal the April term, 1864, was conducted.

A. The check was presented and the money drawn by myself the April term, 1864, of the court I attended as marshal, although Mr. Osborn, my successor, was present but had not qualified, and I settled the expences of the term. Mr. Osborn not being qualified, it was my duty, and I was required, to officiate as marshal during the term; the
1347 amount represented by the $1,890$\frac{15}{100}$ check was by me paid to the grand jurors, petit jurors, witnesses, bailiff, crier, and any general expence there was of that term, April, 1864; these expences were paid at the time of the closing of the U. S. district court; the 28th of April was the time I paid the most of it; I may have paid some before and after that; this was the day the court adjourned; I cannot make it more precise than by saying it was the fees of the jurors and various officers of the term of the court; this money had been paid out prior to the 6th or Aug. and was the bill of expences for term of the court.

Q. Will you look at Journal B of the records of the district court, and on pages 47, 48, and 49, and state if the names of the persons on those pages are the persons the aggregate amount of whose pay is the amount of the check of the 6th of August, and with what funds in your hands these various persons to whom moneys was due were paid, how they were paid, and what receipts, if any, you took from them, and how
1348 you ascertained that $1,890.15 was the amount paid to them?

Answer. This record on these pages is made up entirely by the clerk or his deputy or deputies, and without consultation with the marshal. I presume it is correct. I don't know anything about it. These moneys were by me paid out as before stated, the amounts stated to the court, and the court then directed the amount paid to me. I took the same kind of vouchers that I took for all other similar expences for grand jurors—a blank—something similar in the body of it to the clerk's statement here, with the signature of the person opposite to amount paid him. The sum of these vouchers made up that sum total, and *and* exhibit of these sums to the court was the data on which they directed the payment of this sum, $1,890$\frac{15}{100}$, to me. I could not possibly say from memory that those are the names, but if the clerk made his entry, as he should have, from my vouchers, then those are the names of the persons to whom I made the payments.

1349 Q. With what funds did you pay the various grand and petit jurors, bailiffs, &c., named on these pages, 47, 48, & 49 of the record of the court, who were paid before getting the check of the 6th of August, 1864, and how they were paid?

A. The marshal gets his funds—I mean by that the funds he get' from the Government—on a requisition made out by him before the term of court, which is charged to him. He then gets credit on that charge as each voucher is finally passed upon in the Comptroller' office immediately before and when this *when this* term of court commenced. I expected Mr. Osborn to act as marshal and provide for the expences. He declined doing so; said he had not the funds ready. I believed at this time that

when my account would be settled with the General Government we would be about square prior to the commencement of the term. On Osborn's refusal, however, to qualify and act, I went on, acted,
1350 and paid the expences of the term. I hardly knew what funds I should call that out of which I paid them. I only had the marshal's fund out of which to pay. Sometimes it was behind as between myself and the General Government; sometimes it was ahead. I believed at this time it was behind. This check, or moneys for this check, was to re-imburse for the moneys paid to those officers, witnesses, bailiffs, &c., for that term of the court. These funds paid to these officers were either paid at the time out of U. States fund or fund placed there to the credit of the United States of my own.

Q. How were these various persons to whom money was due for services at the April term paid? State whether by cash given to them, or by your checks on any bank, and what bank.

A. I do not remember. I think I paid them in money at the time of signing. I may have paid by check, or a portion by check; I do
1351 not remember that I thus paid any. My impression is I paid them in money.

Q. What do you know as to where this abstract, signed by these various persons, showing the amount of money paid to them by you, as to where it went from your hand, and where it is now?

A. One of them went to the Department, the other remained in my possession; they are all signed in duplicate by the parties, every party to whom money was paid at that term, which was afterward approved by the judge; each abstract was afterward examined and approved by the judge; there were from 10 to a dozen of these abstracts, covering the expenses of this term. I suppose the one sent to the Department is still there; I may have my portion of these abstracts at home; some eight or nine months ago I burned a good portion of my marshal's abstracts and vouchers; they were cumbersome & troublesome, and I then b'lieved that myself or any other person would
1352 ever need them for reference or use, having kept many of them for over ten years. I may have all these amongst those remaining, and may not; if they are still in existance, they are in my possession.

Q. State if you haven't been requested, five days ago, to produce any and all papers, and if you have made a search for these vouchers and paper' connected with this matter, and what, if any, search you have made.

A. I was served with a notice such as is indicated in the question. I made a search for all the papers having any connection with this business now before the commissioner, and produced everything I could find. I did not run over what marshal's v uchers and abstracts I may still have, nor search for these papers described in the foregoing questions and answers, because I did not know that they had any connection with or bearing on the case.

Q. Will you make a search and produce those papers before the commissioner?

1353 A. If the commissioner wishes those papers, I will produce them, if still in existance, as soon as I can look them up.

Q. You have stated that J. S. Emery caused a suit to be instituted against you by the United States. State, if you can, when that was, and if you were not allowed by the Government this abstract of the expense of the April term of the court, 1864.

A. If I stated that Emery caused a suit to be instituted I meant to

say that he took an active part in having this suit commenced very soon after my term of office ended. I suppose, in closing up my business, that most of my vouchers were allowed. I could not say from memory what ones were not. That suit was dismissed by the Government either in 1864 or 1865, after they had given me a receipt in full, (the Government, the United States,) yet for a year and a half after that time
1354 they kept forwarding me drafts for larger and smaller amounts on accounts they had suspended, not allowed to go into settlement.

Q. State if that check of Aug. 6, 1864, for $1,890.13, was borrowed by you out of the funds of confiscation, and was, by agreement with Judge Delahay, to be replaced so soon as you receive funds from Washington to meet the expenses of that term, April, 1864, or if there was any agreement; if so, state what, and why you got him to sign it.

A. I suppose this check was paid out of confiscation funds, because it was drawn on that fund. I do not remember that there was any agreement of any kind with Judge Delahay about it.

Q. State if, the abstract and your voucher for the expenses of the April term, 1864, had not have been allowed & paid at Washington, you would not have remembered it.

A. It would be very hard for me to remember what portion of my accounts were allowed and what were not; a very great many items in every marshal's accounts are disallowed.

1355 Q. State if, in the suit of the United States against yourself, copies of your account at Washington were not filed, what you know about the papers in that case, and if you didn't have a copy of that account, and where that copy now is.

A. When the Government commenced the suit the' forwarded me a statement of what they called differencies, and claims on that statement that I owed them $8,000 and some odd hundred dollars; they do not forward a general statement of accounts to marshals, nor did they to me. I don't know whether any papers were filed at Topeka; I suppose, of course, there were, but don't know. I don't know whether I have a copy of the statement of accounts; if I have, I will produce it.

Q. State if that statement of difference was not the difference between the amount forwarded to you from the Treasurer and the
1356 amounts by you expended while marshal, and didn't embrace any moneys in confiscation cases.

A. It was not; it claimed a debit due the United States eight thousand some hundred dollars, and on my final settlement with the United States of this amount they only claimed some six hundred dollars more than which amount they afterward allowed me on then suspended accounts. I do not think this statement of difference included any confiscation moneys.

Q. What portion of the amount specified in the receipt of Hanks came from the confiscation cases No. 140 & 141?

A. That it would be impossible for me to tell.

Q. What part of the $2,940.96 received by you on check of 6 Aug., 1864, was due you for fees in No. 140 & 141?

A. I could not say. I know that this amount was due me for fees in confiscation cases at this time, and was made up from all confiscation cases in which I had rendered service; it was—I know this—that
1357 it was for fees due me in all confiscation cases, for I remember of having a portion of two days' struggle before the court in having my fees taxed on the bill rendered by me, and that Mr. Emery objected to the allowing of any and every portion of my bill. He at that time

strove to compel me to pay all confiscation moneys into court, and to not have my fees allowed.

Q. Look at the record and your return of the moneys collected on the bond of Challis, Scott, and Hancock; state by whom they were collected and where you deposited the funds.

A. I collected the moneys from Challis, Scott and Hancock, referred to; whether I pa d it into bank or to Mr. Adams, then clerk, or whether this deposit made by me Decr. 21, 1863, in Clark & Co.'s bank, are the same moneys collected from Challis, Scott, and Hancock, I am not able to say The amount deposited Decr. 21, 1863, is the same, within a few dollars, of the amount collected from Challis, Hancock, and Scott within the same month.

1358 Q. Do you recollect what you did do with the money collected of Challis, Scott, and Hancock?

A. I do not.

Q. Where did you keep your deposits—the money received on these confiscation cases?

A. I believe all deposits of mine at that time were made with Clark, Gruber & Co.

Q. State if you made any other deposits to the credit of the district court other than the moneys collected from the confiscation cases.

A. I did not.

Q. Do you recollect of collecting in any other confiscation case about three thousand dollars about that time?

A. I do not.

Q. State who collected the money from Culvert and Merchant, due on the decree against them?

A. I think a portion of it was collected by myself, and I think a portion of it was collected by D. A. Hook, my deputy U. S. marshal.

1359 Whatever amount is shown on my returns was collected by myself and deputies.

Q. State what recollection you have where you deposited that money, and what money it was deposited by you with Clark & Gruber on the 15 & 16 of Feb'y, 1864.

A. I notice that both amounts—Merchant's & Calvent—appear to have been paid by my returns on the 9th day of January, 1864, and the deposits to which my attention has been called, to Clark & Gruber account were made on the 15 & 16 days of February, 1864. The amounts are nearly the same. The amounts of one are the same *the* within a few dollars. I could not possibly say whether they were the same moneys or no.

Can you state that you received from any other source four hundred and forty-one dollars and the amount of $467, about that

1360 time, which was deposited in Clark & Gruber's bank to the credit of the district court?

A. I am not able to say whether I did or not. Between the time of collection and deposit there was a period of some thirty days.

Q. Where did you keep the money collected from Merchant and Calvert after receiving it?

A. I am not able to say; I do not remember.

Q. State if you had a private safe in which you kept the moneys collected in confiscation cases, or if you had and kept a private account with any bank; if so, what bank, and what was your habit of keeping moneys by you collected in confiscation cases.

A. I believe I had a safe in the office at that time. I suppose at times I kept confiscation and other money for a while. I kept no private ac-

count with any bank at that time. I kept a U. S. marshal's ac-
1361 count with Clark & Gruber. My office was on Delaware street, between 3 & 4, in the city of Leavenworth. I do not remember that I was in the habit of retaining confiscation moneys any length of time in my own custody.

Q. Where did you put them?

A. In bank.

Q. What bank?

A. Clark & Gruber.

State if, in putting them in the bank of Clark, Gruber & Co., you were careful in depositing confiscation moneys to the credit of the district court, or if any of the moneys received by you in confiscation cases ever put in that bank to the credit of yourself as marshal, or your individual account; if so, state what was done by you in these matters.

A. My deputies frequently collected and paid in confiscation moneys; paid in, I mean, to bank, sometimes to the credit of the district court, sometimes to the credit of the U. S. marshal. I had no private account in that or any other bank at that time; all moneys paid in by myself
1362 or deputies to the credit of the district or my credit as marshal, were by me accounted for to the district court and settled for as confiscation moneys.

Q. State if at any time you caused any moneys to be transfer'ed from one account to the other.

A. I am not able to say whether I did or no.

Q. State if at any time you had a private account with Clark & Co., or Clark & Gruber, while you were marshal or soon afterward.

A. My impression is I did not have a private account with them while I was marshal. I may have had; I do not remember whether or no I continued to do business with them after I ceased to be marshal.

Q. Where did you keep the moneys, which came to your hand during your term of office, arising from confiscation causes?

A. All paid in to the credit of the district court were paid in to
1363 Clark, Gruber & Co. I presume a portion of them were paid in my credit as U. S. marshal. Quite and amount was paid by myself or deputies to the clerk of the court; possibly a portion of it for the last two or three months was not deposited anywhere, but received in my hands until I made a settlement with the officers of the court.

Q. I will get you to look at the journals A & B and point out if there be an order showing a settlement between yourself and the court; and if there be none, state how that settlement was made, and what evidence you have to show a settlement of moneys received by you in confiscation causes.

A. Journals A & B are the record of the court for, I suppose, five or six years. I know not whether they show any evidence of a settlement by myself with the court or any of its officers. I do know that at the October term of the U. S. district court, 1863, I made a full and
1364 detailed statement, written statement to the court, of all confiscation moneys collected up to that time, which was examined by the court and by the clerk, and the same by the clerk compared with the returns on my writs collected. I know that at the same term of the court I presented to the court a bill setting forth in detail my charges for marshal in all confiscation cases up to that date; that the same, after being examined, the judge allowed; whether in whole or whether he made changes in my charges I am not able to say. I know that what he allowed as my costs I received. I do not remember whether the court gave me a check for my fees at that time or whether they directed them

paid out of confiscation moneys in my own or clerk's hand then in court. I know that the balance of all confiscation moneys there in my hand were at that time by me paid over to the court or clerk. I have no vouchers for any confiscation moneys by me paid to any office' of
1365 the court before Mr. Hanks' term of office; do not presume I would have had from him had it not have been for the trouble I had in getting with my business with the attorney. I know that I presented to the court, through the clerk, Mr. Hanks, a detailed statement of all confiscation moneys by me collected after the October term, 1863, of the U. S. district court up to the time I ceased to be marshal; that said account was in his possession for more than two months, or in possession of the court before I closed up my confiscation business. I know that this portion of my term I also presented vouchers in detail to the court for all my charges as marshal in confiscation cases, which after some delay were allowed in part. I know that all those statements went into the hands of the court through the proper officers, and should still be amongst the records of the court.

Q. Who was clerk and who was judge at the October term,
1366 1863, and who was judge and who was clerk at the April term, 1864, with whom you transacted this business?

A. I am not certain, but think that Delahay was judge and F. G. Adams clerk at the October term, 1863; it may have been Judge Williams judge, and Marten clerk. At the April term, 1864, M. W. Delahay was judge and C. J. Hanks was clerk; these were the officers through whom I done this business.

Q. State if these accounts made out by you for fees and approved by the court were for fees due in confiscation cases as well as for fees due for services rendered in which the United States were interested.

A. In all other United States cases except confiscation cases all fees *were* vouchers were presented to the court, by it examined, and if correct then passed back to the marshal and by him forwarded to Washington to the Department for allowance. In confiscation cases the court required the marshal to make a voucher, abstract, or statement in detail,
1367 and present to the court, which was examined by the court, the cost finally taxed, and the amount so fixed by the court was the amount the marshal received for fees; said statement or voucher did not again come into the hands of the marshal, but remained the property of the court. These two instances—October term of the court, 1863, and the April term, 1864—were fees in confiscation cases.

Q. State what, if any, monetary transactions, purchases, or sales of real or personal property of any kind or character during 1863 or 1864, occurred between yourself and Judge Delahay; if so, state what, if any, money passed between you, and what for.

A. I have had no monetary transactions in the times specified with Judge Delahay that directly or indirectly affect*ing* the case. I would answer again, I have had no monetary transactions with Judge
1368 Delahay in the times specified in any manner affecting this case.

Q. Can you answer the question more fully?

A. I bought no real estate. I sold no real estate. I bought no other property of any kind from him, except in the year 1862, I bought from him, while he was surveyor-general of Kansas & Nebraska, the county plats of two or three counties, and paid him at the time a portion, and afterwards some more. I obtained a reduction on the original amount, whatever it was, because he had drawn a portion of the *sirp*. I cannot say what amount I was to give him in the first place, but think it was somewhere between four and seven hundred dollars.

Q. Can you state if the amount you paid him in 1863 or 1864 exceeded one hundred dollars, and how it was paid?

A. I do not know whether I closed up the matter in 1863 or 1864. I know that the transaction was not entirely closed until within
1369 the time covered by the question. I do not know how much money I paid him at first, nor how much of it during the time covered by the question. I suppose any of it that I paid him during the year 1863 or 1864 was in money, and also what I paid him when I bought the plats. I paid him in cash. This is the only monied transaction I recollect between us.

Q. State if in December, 1863, the same time that John T. Morton drew money from the banking-house of Clark, Gruber & Co., you drew sum of $794.34, mentioned in their account with the district court filed with the commissioner; and, if so, on what account was it drawn?

A. I see on the statement of banking account with Clark, Gruber & Co., date of Dec. 5th, 1863, a charge of $794.34, paid to J. H. McDowell. My name is J. L. McDowell. If moneys were paid to me at that time on check of the U. S. district court they must have been paid
1370 to me for fees, as my fees were allowed at the October term, 1863. I had no claim at that time for money from that fund for any other purpose. I have no recollection of how or at what particular time my fees were paid. I mean those allowed at the October term.

Q. State if you are acquainted with J. H. McDowell, where he resides, or what, if any, service he rendered in confiscation causes of any description.

A. I am acquainted with J. H. McDowell; he resided in Leavenworth, and left it in 1863 or 1864, I am not certain which. I do not know of his having rendered any services in confiscation cases.

Q. Have you no recollection of the amount of the first check you received upon these funds or the receipt of this $794.34?

A. I have tried to recollect something about where, how I received payment of costs allowed at the October term, 1863; I have no recollection. I do not remember when I received or drew the first check
1371 on this district-court fund. I do not recollect the amount of my fees allowed at that term.

Q. Can you state that you did not receive that amount of money from the bank?

A. I cannot so state. I may have received that exact amount.

I will get you, Mr. McDowell, to look at the statement of Clark, Gruber & Co., their account with the district court, to two items of the 27 of May, 1864, by which it appears that money was paid to bearer. State what you know, who "bearer" was, and what you know about the payment of those sums.

A. I am not able from memory to say that I remember anything about them.

State from the same account what you know of the moneys which appear to have been paid on the 30 of May, 31st May, 1st June, 2nd June, 3rd June, 8th June, 11th June, 13th June, & July 6th and
1372 August 1st, to various parties named in the account. State what you know in relation to any one of these sums, and why payment', if any, were out of this fund.

A. I don't remember anything about these payments. A number of the parties named, to whom these payments were made, did at different times serve as jurors whilst I was marshal. A man named Knowles was crier of the court when I ceased to be marshal. F. G. Adams was clerk

when I ceased to be marshal. John T. Morton had been clerk of the court.

Q. State if you found any additional check in the search among your papers.

A. I did not.

Q. Are you acquainted with a pair of black horses owned by Judge Delahay in 1863, which were afterward sold by him to Mr. Garvey?

A. I seen him drive them on the streets of Leavenworth.

Q. How often?

A. I suppose half a dozen times.

Q. Are you acquainted with the value of the ponies, and what value would you put on them?

1373 A. I never examined them, only seen them pass along the streets; do not know that I am competent to put a price on them from what I have seen of them. I should suppose they were worth from $150 to $250 for the pair. When my attention was called to a poney or I examined it, I thought I was a good judge of its value; I knew the value of horses at that time in the market. These ponies I can just remember of his owning and driving on the street. I never examined them in any other way.

TOPEKA, KANSAS, *Decr. 1st*, 1864.

Received of James L. McDowell, U. S. marshal, five hundred and ninety-five dollars and fifty cents.

C. J. HANKS,
Clerk U. S. Court, Dist. Kansas.

1374 TOPEKA, *August 6th*, 1864.

[2 cts. U. S. int. rev. C. J. H., Aug. 6th, 1864.]

CLARK & CO.:

Pay to James L. McDowell, late U. S. marshal, out of funds of U. S. D. C. in your hands, eighteen hundred and ninety $\frac{15}{100}$ dollars, being for expenses of April term U. S. D. C., ordered paid out of this fund by Judge Delahay.

Attest: MARK W. DELAHAY, *Judge.*

C. J. HANKS, *Clerk U. S. Dist. Court.*

(Endorsed:) Received amount in full of within check August 6th, 1864.

JAMES L. McDOWELL.

TOPEKA, *August 6th*, 1864.

[2 cts. U. S. int. rev. C. J. H., Aug. 6, 1864.]

CLARK & CO.:

Out of funds of U. S. D. C. in your hands, pay to James L. McDowell, late U. S. marshal, twenty-nine hundred & forty-six $\frac{96}{100}$ dollars, being balance of fees due him as marshal in confiscation cases.

Attest: MARK W. DELAHAY, *Judge.*

C. J. HANKS, *Clerk U. S. Dist. Court.*

1375 (Endorsed:) Received amount in full of within check August 6th, 1864.

JAMES L. McDOWELL.

Received of James L. McDowell, late U. S. marshal for the district of Kansas, seven thousand five hundred and ninety-two $\frac{31}{100}$ dollars, ($7,592 $\frac{31}{100}$ dollars,) which according to McDowell's statement is in full of confiscation monies, collected by him, now due to the United States.

Topeka, Kansas, August 6, 1864.

C. J. HANKS,
Clerk U. S. Dist. Court.

(Endorsed:) Recei't. C. J. Hanks, C. U. S. D. C. 7,592.31.

TOPEKA, KANSAS, *September* 25, 1865.

Hon. J. L. MCDOWELL,
Leavenworth City, Kansas:

SIR: Yours of the 23 inst., containing one hundred dollars to
1376 apply upon a judgment in U. S. D. C. in favor of U. S. vs. Bond for $600 et al., to Brown from D. C. & R. Davis, duly received.

Respectfully, your ob't servant,

A. S. THOMAS,
Clerk of U. S. D. C. for Dist. Kansas.

The following statement made by the witness at his own suggestion: "By the words 'settlement made with Hanks' I mean that all my settlement for confiscation moneys were made with the clerk of the court, and as follows: a statement of all moneys collected, names of parties, and amt. collected from each was by me made in writing & signed & handed to the clerk; he took as much time as he seen fit to examine my returns and the record, and when he was satisfied my statement was correct, or when he so amended it as to make it so, it was made the voucher for my settlement, and remained in the hands of clerk.
1377 In case of the Hanks settlement I made such a written statement to him, I think during April term of court, 1864, with which he did not let me know he was content for some time afterward. The voucher or fee-acct. on which the check to me from the district for 2,940 dols. for fees was forwarded, was by me presented to the dist. court at either the April or May term, 1864. The court heard my statements in support of amts. of said voucher; also heard Emery, U. S. D. A., against allowing me anything at that time, and also against allowing many of items at all. The court held same under advertisement for a considerable time, & did not tax my costs during my stay in Topeka. The conclusion of the settlement was made with Hanks in Leavenworth, and, on reflection, I think was done in the mayor's office.

"Hanks' rect. of August 6th, 1864, to me states that according to my statement it is full for all confiscation monies by me collected up to that date; he, however, gives me a rect. for $595.15, on the 1st day of
1378 Decemr., 1864. He must have satisfied himself & me both that this amt. was still due from me to the U. S. It does not specify that it is for confiscation moneys. It was I made search for marshal's vouchers & statement of differences between myself & United States on final acct., & have not been able to find them."

Q. State to which clerk you handed this statement of moneys collected by you, with the names of the parties.

A. At the October term, 1863, to the then clerk of the U. S. dist. court, either F. G. Adams or T. J. Morton.

Q. The statement after being amended by the clerk, either Morton or Hanks, was left where—in whose hands?

A. In the clerk's.

Q. About how much time did Morton or Hanks take to examine your returns & the records of the statement of the fall term, 1863? Stats as near as you can.

A. Hanks had nothing to do with the fall term, 1863; was not
1379 then clerk. I do not remember how long. Morton or Adams, which of them was clerk, retained my statement before closing up my account at that term; I think some considerable time.

Q. What amount of money and upon what process did you collect in cases 140 & 141, before or during the October term, 1863?

A. I am not able to say.

Q. Had you at that time any processes in your hands issued in those cases; did you collect a single dollar then, or before or during the October term, 1863?

A. I am not able to say what processes I had or had not in my hands at that time. My impression is that I had collected confiscation money in these and other cases prior to this time; my impression is that the district court at this term, or prior thereto, had allowed moneys to Mr. Crozier, U. S. dist. atty., for services in confiscation cases; also, to Morton, clerk, and to myself, as marshal; and that Morton and
1380 Crozier were paid in whole or in part out of confiscation moneys either in my own or the clerk's hands, by direction of the court.

Q. In making a settlement with Hanks, state if these moneys which you think you paid to Morton & Crozier after you had given him, Hanks, the list or statement of all moneys collected, the names of the parties, and the amount collected from each, as well as the various sums which you say you had given at different times and otherwise disposed of by you, were embraced in the three receipts which you took of Hanks & Thomas as produced before the commissioner; and, if not embraced in those receipts, state what sums of money collected thereon, and how the receipts from Hanks were made up?

A. If I paid any money to Crozier, Adams, or Morton upon their allowance prior to or during the October term, U. S. D. C., 1863, or, if I at any time thereafter paid them any money on those allowance, it was
1381 not embraced in the statement made to Hanks, nor was it covered in any of his receipts by me exhibited to the commissioner. My own costs as marshal, as allowed by the court at the April term, were not included in that receipt. I do not remember of any other payments that were not included; there may have been others; I think not. Those receipts were made up of confiscation moneys by me collected after the October term, 1863, of the U. S. district court.

Q. How much money did you return out of the moneys collected for your fees which were not embraced in the receipts of Hanks?

A. I retained the amount taxed in my favor as costs by the U. S. dis. court, being the amount of the check for $\$2{,}940\frac{15}{100}$, a copy of which is herewith annexed.

Q. Why was that amount omitted from the receipt in the settlement with Hanks?

1382 A. Because that amount was my own fees, allowed me by the U. S. dist. court, and belonged to myself.

Q. Was the amount deposited by you in the banking-house of Clark, Gruber & Co., as shown by their account—the amount of $3,121.80, dated Dec'r 21st, 1863; of $467, deposited Feb'y 15th, 1864; and of $441, deposited on the 16 Feb'ry, 1864—embraced in that receipt of Hanks?

A. The best of my recollection, all confiscation monies by me collected after the close of the October term, 1863, with the exception

heretofore made by me, were embraced in the statement made to the clerk, Hanks, and on the receipts by me produced before the commissioner.

Q. State what you did with any moneys received by you while Adams & Morton were clerks; and if they were embraced in the settlement of Hanks, why with him instead of his predecessors, Adams or Morton?

A. During Mr. Morton's term as clerk, or least a portion of it, moneys were paid but by direction of the court—confiscation-moneys,
1383 I mean; whether on formal order of the court or not I do not remember. Moneys were by me paid to the clerk frequently, and no receipts by me taken; neither did there at any time a question arise between myself officer of the court as to the amount I had collected. No portion of moneys collected during John T. Morton's term as clerk was in any way connected with my final settlement with Hanks, nor included in any of his receipts or vouchers. I have no receipts for confiscation moneys paid to Mr. Adams whilst he was clerk of the U. S. dist. court. Some confiscation-moneys during Mr. Adams' term were paid in to him by the parties owning the same without passing through my hands; it was not customary. Neither did I at any time take a voucher or receipt from Mr. Adams when I paid him confiscation-moneys; it was his custom to make a note of such payments, in pencil, on margin of the
1384 record of the court. I can only state that my statement to Hanks embraced all moneys for which I was responsible from and after the October term, 1863, and the vouchers given him by me covered that amount, with the exceptions by me heretofore made.

Q. Will you try and answer the question asked you?

A. Any moneys by me collected prior to the close of the October term, 1863, were either paid in to the clerk of the court, or clerk and attorney, or disposed of as directed by the court. I am not able to say whether prior to this term or no any order of court had been made as to a particular place of depositing the money, nor whether I had made any deposits to the credit of the U. S. dist. court. I have no voucher from any one for moneys paid prior to the close of said term. I do remember that at that term I closed up and squared account in confiscation matters with the court.

1385 Q. In squaring up and closing the account with the district court of the October term, 1863, did you pay or receive any money to or from the clerk or judge; and what do you mean by settling up your account and closing it up if no money passed?

A. I am not able to say from memory whether I paid any money to the court. I mean by settlement and squaring account that I then rendered a statement; the court, after examining the same, was satisfied with the same, and if there was any moneys due I paid them. I mean at the close of that term I did not owe the district court any confiscation-moneys.

Q. Did the district court owe you any money?

A. Not unless it was for fees taxed in my favor at that term.

Q. Why diden't you get the money if they owed you anything when you settled with them, and why would you pay anything to the
1386 clerk if there was anything owing to you for the settlement?

A. I may have got the money at the time and I may not; I do not remember. I suppose I was governed in my action by the direction of the court in the premises.

Q. Your recollection seems to be very clear that you had a settlement with the court at the October, 1863, term. How is it that you don't remember whether you paid or received any money at that settlement?

A. I cannot say why; I cannot remember; I only know I do not.

Q. Is your recollection of the settlement with Hanks equally clear that you did settle; and what amount of money did you pay him on the 6th day of August, 1864, and where you got the money from to pay what was then paid, and whether the amount then paid was in your check on the bank, or, if in money, where you had kept it from
1387 the time you had collected it in the various confiscation cases up to the 6th of August, 1864?

A. My recollection that I settled with Hanks is distinct. I have his vouchers to remember the time by. What portion of the amount I then paid him I am not able to say. I have heretofore said that this amount was made up of moneys paid him, and of moneys paid him at various times prior thereto. Whether the amount then paid was in money or check I am not able to say. I think I paid him in money at that time; I am not certain. If I paid in money, I had it in my pocket. The confiscation-moneys collected by me immediately preceding the examination of my term of office were not by me deposited to the credit of the U. S. dist. court. A portion of them were deposited to my credit as U. S. marshal. A portion of them were not deposited at all, but by
1388 me held whilst waiting for the closing up and making this final settlement. The court and political power backing the court at that time were not in any way friendly, nor were they disposed to do me justice in closing my accounts. I do not remember to having had any other account in bank. I suppose what I did not deposit I kept in my own safe. I suppose at times I kept a portion of it on my own person.

Q. State if the portion not deposited, but which was kept in your safe or in your pocket, was kept seperate from other moneys in your hands; and, if so, state how seperated, and in what sums?

A. I think it was kept seperated. How seperated or in what sums I am not able to say—in what particular sums. They were changed very often.

Q. You have stated this morning that since your examination, which was several days ago, *that* your recollection now is that your settlement with Hanks took place in the mayor's office. State what mayor's
1389 office, & why there?

A. The mayor of Leavenworth. I was mayor of the city of Leavenworth at that time. It was immediately after Hanks' return from session of the court at Topeka. I suppose he called on me there is the reason why it was concluded there.

State how long you had been mayor at that time, and when your term of office expired, and when you were last mayor of the city of Leavenworth.

A. I was elected in April, 1864. My term expired April, 1865. I have not been mayor since.

Q. State why you took up the various receipts which you had before taken of Hanks for any moneys paid, and desired all the amounts paid by you to him embodied in one receipt, and why you desired and did take his receipt for moneys which you had paid into the banking-house of Clark, Gruber & Co., as well as moneys by you paid to officers
1390 of the court and other persons as well as expenses of the district court; as covered by the check for $\$1,890\frac{15}{100}$?

A. I did not take up any receipts. Mr. Hanks did take up his receipts. I did not say that I requested him to do so, and embody all in one receipt. I suppose it was mutually agreed, or suggested by one and agreed to by the other that these different amount' be embodied in one receipt. I did not say that this receipt covered the various amounts, if

any, by me paid to other officers. I did not say that it covered the amounts of confiscation money for which I was responsible to the United States at that time; that I made a statement of what moneys were in my hands, and for what I was responsible to the United States some months prior to this time; that when I closed the case with Hanks, the then clerk, I believed I was making a final legal settlement, knowing that prior to this time Mr. Emery, then district attorney, had given me a great deal of trouble, and knowing, or believing, that he would
1391 commence a suit against me if he thought he had any grounds for so doing. I did not keep any account as between myself as marshal and the U. S. depository and the U. S district court. The clerk's receipt for confiscation money, for payment by me of confiscation moneys, was always regarded as good.

Q. Did you pay to Hanks, and was it embodied in that receipt of the 6th of August, 1864, the amount of $\$1,890\frac{15}{100}$; and why, if you didn't pay it to him, did you take his receipt for it?

A. I took from Mr. Hanks a receipt for such moneys as I paid him; my statement to him would show what moneys that amount was made up of; it embraced all money which either I myself or the court—confiscation moneys I mean—believed I was responsible for at that time; what particular moneys it is made up of I am not able to say.

Q. Where is that statement which you gave to Hanks, and
1392 when did you last see it?

A. I don't know where it is; it should be amongst the records of the court. I may have seen it since; I do not remember that I did.

Question. I will get you to look at the account of Clark, Gruber & Co., to the items of money deposited by C. J. Hanks in that bank and say what your recollection is as to the three items beginning with $\$1,890\frac{15}{100}$, and $\$2,946\frac{96}{100}$, and $\$2,755\frac{20}{100}$, being the amounts which went to make up the receipt of $\$7,592\frac{31}{100}$ which you took from Hanks of date August 6th, 1864.

A. Those figures make the same sum when counted up; I don't know anything about its being the same money. I did not pay him that amount of money at that time.

Q. What is your recollection as to the amount you paid him at that time, on the 6th Aug., 1864?

A. I am not able to say what amount I paid him at that time.
1393 I know I did not pay him the whole amount at that time. I know I paid him whatever balance there was between the amount paid him prior to August, 1864, and the amount shown by the receipt.

Q. You say that receipt is in your handwriting; why did you procure his signature to this receipt and use these words, "which according to McDowell's statement is in full of confiscation moneys collected by him now due to the United States," when after that, and on the 1st Dec'r, 1864, you took another receipt for $\$595\frac{15}{100}$, which you say was for money collected in confiscation cases; state how you ascertained owed him this additional sum, months afterwards, and why the last-mentioned receipt said nothing about confiscation moneys?

A. The receipt of 6 of August, 1864, is in my own handwriting; by McDowell's statements, I mean the detailed statements furnished
1394 Hanks some months prior thereto; I used the words according to McDowell's statement as in full of all confiscation moneys of this date, because both myself and himself believed it was. I suppose that he became satisfied, and also satisfied me, that the amount of the second receipt was due from me to the United States after this settlement, and I paid him. I always supposed that said receipt contained

the words for confiscation money until yesterday evening in glancing it over I found it did not; this is why I said in my statement this morning that it was confiscation money.

Q. Will you state any facts as to how this mistake occurred, and not what you suppose were your reasons for paying this second money?

A. I have not stated anything but what is my best recollection of the facts; when I say I suppose, I mean that is my recollection; these
1395 two receipts were for the closing up of a very great many confiscation cases.

Q. What fact have you stated, which comes to your recollection, which induced you to pay $595\frac{15}{100}$ *from* months after you had taken a receipt in full, and eight months after you had ceased to be marshal, which convinced you that your written statements which you say you gave to Hanks, containing all the moneys collected by you, names of the parties, and the amount collected from each, was not correct; or can you state any facts now which convinced you it was wrong?

A. The strongest fact I could state I have stated, namely: I paid him the money and took his receipt, which I certainly would not have done had he not fully satisfied me that I still owed the United States that amount.

Q. State if this payment of Dec'r, 1864, was made in cash, or by a check.

1396. A. I do not remember certainly; I think in money. I don't remember whether it was made in Topeka or Leavenworth.

Q. State why, on the 6th of August, 1864, you should pay to Hanks any sum of money which you say you think was in cash, and on the same day receive two checks, one for $2,946\frac{96}{100}$ and the other for $1,890\frac{15}{100}$, on Clark & Co., instead of retaining in your hands some of the $7,592\frac{31}{100}$ which you say you paid him.

A. Those checks were allowances to me by the United States dist. court on account presented some months previous, and were drawn in my favor. Why I did not persue the course indicated by counsel, I cannot now remember; undoubtedly I thought the course I pursued at the time the proper course, or I should not have pursued it.

Q. Both of these checks are in your handwriting, are they not; as also the receipt which you say was written at the mayor's office in
1397 Leavenworth? State if they were written the same day of which they bear date—the three papers.

A. The checks, as I before stated, are in my handwrite. As I before stated, I do not think they were written at the same time, nor am I certain that they written on the day they bear date.

Q. Why, if these three papers were written in Leavenworth, do they purport to have been drawn at Topeka; and, if not drawn on the same day, why were they not correctly dated; which is first, and what is the true date of the execution?

A. I did not say at any time in my testimony that the two checks were written in Leavenworth; that my impression was that they were presented to Judge Delahay on the bench. My impression is still the same in regard to the checks. My impression is that he ret*ur*ned them, as he did the accounts on which they were founded, for some time
1398 afterward. The date of the 6th of August I can only account for in this way: that they did not come into my possession before that time, and that the date was prior to them being drawn, was by me then filled in. I believe, from recollection, that every paper be me presented to the judge, or by me received from him, in connection with my official business, (Judge Delahay, I mean,) I had to draw my-

self. The 6th of August was a few days after the adjournment of the May term, 1864, of the court.

Q. How did you manage to settle with Hanks here in Leavenworth, draw a receipt dated the 6th August, 1864, after ascertaining the amount due you, then fill a check, presented it to Delahay at Topeka on the same day, get it back and paid at the bank of Clark & Co. on the same day; and could Delahay have seen it at Topeka without its being blank, both as to date and amount paid you?

A. I did not say I done what counsel makes me say I did in his
1399 question. Judge Delahay could have seen the checks at Topeka without being in the condition described by counsel.

July 11, '71.

J. L. McDOWELL.

Moneys received by James L. McDowell, marshal, in confiscation cases No. 140 and 141.

COLLECTED WITHOUT SALE.

From George T. Challis,	15	Dec.,	1863	2,474 74
" John J. Scott,	"	"	"	342 19
" Robert W. Hancock,	"	"	"	307
" John A. Stephens,	16	Jan'y,	1864	135 55
" James M. Calvert,	"	Feb'y,	"	499 75
" Robert S. Merchant,	"	"	"	440 41
" James Besley,	11	April,	"	889 98
" Marion Todd,	"	"	"	741 64
" John Rothwell,	8	"	"	420
" Lawrence Kennedy,	25	"	"	700
" Samuel E. Edwards,	16	May,	"	511 73
				7,462 99

COLLECTED BY SALE.

From Isaac Blessing,	18	Jan'y,	1864	376	
" Thos. H. Storts,	"	"	"	207	
" Isaac S. Hascall,	"	"	"	400 75	
" " "	20	Feb.,	"	155	
" Louis Dein,	27	"	"	374	
				1,512 75	1,512 75
					8,975 74

1400 *Fees charged by Marshal McDowell on his returns in No. 140 & 141.*

Names of mortgage's.	Warrant of seizure issued 23 Feb., 1863.	Cetations issued 6 May, 1863.
Geo. T. Challis	4 00	4 00
" " "	6 40	4 66
" " "	4 00	4 00
" " "	4 00	4 00
W. J. Mayfield	5 80	4 54
Squire Wade	6 10	4 48
Geo. W. Blodgett	6 10	4 42
Isaac Blessing	4 40	2 18
Washington Hays	6 70	4 54
Israel Oliphant	3 50	5 24
Mahlen Oliphant	4 00	4 00

J. J. Scott	6 10	4 24
Thos. N. Johnson	5 80	4 48
Lewis Dein	5 80	4 36
Harrison Weider	5 80	4 60
James Beeson	4 10	2 72
D. D. Hendricks	4 40	4 18
" " "	2 00	4 00
Benj. Ball	4 00	4 00
C. Ball	2 84	2 24
John A. Stephens	4 60	4 48
D. C. Daris	4 36	7 30
C. C. Andrews	2 24	2 54
Stephen R. Jones	4 36	4 36
Richd. L. Atkinson	4 36	7 30
Isaac S. Hascall	4 24	4 54
Robert W. Hancock	4 42	4 42
1401 J. L. Thompson	4 84	4 36
Over	129 26	120 18
Forward	129 26	120 18
Thos. H. Storts	4 36	2 42
Jno. Rothwell	4 12	4 18
A. J. Rothwell	4 60	4 12
Jno. S. Rust	4 72	4 78
Watson Stewart	4 18	4 36
Thos. J. C. Duncan	4 72	4 54
A. J. Pettifish	4 54	4 78
Geo. W. Larrison	4 90	4 24
Philip Leak	2 48	4 42
Chas. Halbert	5 50	7 30
Lawrence Kennedy	4 48	5 30
Jackson B. Crane	5 20	2 60
Andrew Henson	5 00	2 48
Samuel E. Edwards	5 44	4 66
James Bossly	4 48	7 30
Marion Todd	4 48	4 72
William Sponks	5 92	5 00
Robert L. Merchant	2 61	7 60
James M. Culvirt	2 60	5 60
E. W. Hiatt	6 04	7 12
	220 78	217 70

1402 Aggregate marshal's fees on warrants of seizure, 23rd of Febu'ry, 1863	$220 78
on citations, May 6th, 1863	$217 70
Marshal's fees, No. 140, warrant issued 25th March, 1863	$55 10
" " No. 140, " " 22nd April, 1863	$173 80
Total	$667 30

Marshal McDowell's fees or orders of sale in which lands were sold in No. 140 & 141 corrected.

Names of mortgage's.	Time of return.	Corrected fees.
Isaac Blessing	25 Jan'y, 1864	47 98
Lewis Dein	24 May, 1864	48 12
Isaac Hascall	20 Jan'y, 1864	46 50
Do. do.	24 May, 1864	38 15
Thomas H. Steets	3 Feb'y, 1864	51 71
Israel Oliphant	19 Jan'y 1864	25 00
Do. do.	16 May, 1864	20 50
Tho's J. C. Duncan	19 Jan'y, 1864	25 50
Do. do.	16 May, 1864	23 00
Charles Ball	20 July, 1864	27 50
Do. do.	16 May, 1864	20 50
A. J. Rothwell	25 May, 1864	28 50
		402 96
Amount of fees on warrant & citations		667 38
		1,070 34

1403 *Statement of Marshal McDowell's fees corrected and the am'ts by him collected in cases other than No. 140 & 141.*

	No.	Time.	Fees.	Time.	Receipts.
	137	19 March, 1863	2 24		
		23 March, 1863	16 72		
		29 July, 1863	31, 50	29 July, 1863	100 00
	139	7 March, 1863	22 30		
		8 April, 1863	12 00		
		29 July, 1863	66 00	29 July, 1863	750 00
	142	29 March, 1863	2 84		
		1 May, 1863	12 00	Dismissed.	
	143	15 April, 1863	4 70		
		15 July, 1863	12 00	Dismissed.	
	144	28 April, 1863	7 36		
		7 June, 1863	14 00		
		30 June, 1863	1 33	30 June, 1863	44 50
		7 July, 1863	90 84	7 July, 1863	261 25
	145	25 April, 1863	3 80		
		1 June, 1863	12 00		
		29 Dec'r, 1863	23 00	29 Dec'r, 1863	100 00
	148	26 June, 1863	10 20		
		12 Oct., 1863	12 00		
		13 Nov., 1863	24 60	13 Nov., 1863	20 00
	149	10 July, 1863	10 00		
		12 Oct., 1863	12 00	Dismissed.	
	152	11 July, 1863	10 00		
		19 Oct., 1863	36 00		
1404	153	10 Sept., 1863	15 50		
		16 Nov., 1863	12 00		
		4 July, 1864	32, 39	4 July, 1864	213 15
		Over	509 32	Over	1, 488 90
	154	9 Sept., 1863	85 00		
		16 Nov., 1863	12 00		
	155	8 Sept., 1863	2 90		
		16 Nov., 1863	12 00		
		26 Dec., 1863	27 08	26 Dec'r, 1863	36 00
	156	11 Sept., 1863	15 50		
		16 Nov., 1863	12 00		
		5 Jan'y, 1864	334 95	5 Jan'y, 1864	525 45
	157	15 Sept., 1863	6 00		
		16 Nov., 1863	12 00		
		31 Dec'r, 1863	29 60	31 Dec'r, 1863	153 55
	158	17 Sept., 1863	7 50		
		16 Nov., 1863	12 00		
		13 Dec'r, 1863	25 69	13 Dec'r, 1863	23 00
	159	26 Sept., 1863	40 00		
		23 Nov., 1863	12 00		
		26 Nov., 1863	12 00		
		30 Jan'y, 1864	15 00		
		Dec., 1863	101, 67	Dec., 1863	153 66
		2 Jan'y, 1864	43, 84	2 Jan'y, 1864	228 00
	160	15 Sept., 1863	6 50		
		16 Nov., 1863	12 00		
	161	8 Sept., 1863	2 50		
		16 Nov., 1863	12 00		
		26 Dec'r, 1863	32 00	26 Dec'r, 1863	200 00
1405	162	20 Oct., 1863	54 70		
		16 Nov., 1863	12 00	Dismissed.	
	163	21 Oct., 1863	26 00		
		26 Nov., 1863	12 00		
		2 Jan'y, 1864	31 04	2 Jan'y, 1864	88 00
	164	1863	17 00		
		16 Nov., 1863	12 00		
			1, 557 79		2, 896 56
		28 Dec., 1863	29 20	28 Dec., 1863	100 00
	165	22 Oct., 1863	11 50		
		26 Nov., 1863	12 00		
		1 March, 1864	21 92	11 March, 1864	114 00
	167	2 Nov., 1863	4 00		
		27 Nov., 1863	12 00		
		27 April, 1867	7 00		
	168	6 Nov., 1863	14 50		
		27 Nov., 1863	12 00		
		26 Dec., 1863	26 82	26 Dec., 1863	27 50
	169	2 Nov., 1863	92 50		
		27 Nov., 1863	12 00		
		2 Jan'y, 1864	84 63	2 Jan'y, 1864	521 00
	170	27 Nov., 1863	17 00		
		13 May, 1864	12 00		
	171	19 Dec., 1863	22 50		

	13 May, 1864	12 00		
172	5 Jan'y, 1864	18 50		
	13 May, 1864	12 00		
173	23 April, 1864	8 10		
1406	13 May, 1864	12 00		
174		7 40		
	13 May, 1864	12 00		
175	23 April, 1864	68 10		
	13 May, 1864	12 00		
176		3 71		
	13 May, 1864	12 00	Dismissed.	
177	23 April, 1864	4 90		
	13 May, 1864	12 00	Dismissed.	
178	23 April, 1864	6 50		
	13 May, 1864	12 00	Dismissed.	
179	23 April, 1864	4 90		
		2,167 46		3,659 06
	13 May, 1864	12 00	Dismissed.	
180		4 90		
	13 May, 1864	12 00	Dismissed.	
193	25 April, 1864	16 00		
194	6 Jan'y, 1864	27,70		
		$2,240 06		$3,659 06

1407 LAWRENCE, 8 *June*, '71.

Mr. STILLINGS:

D'R SIR: I am detained with a professional engagement to-day, but will be over to attend before you as special comr. in the Brown cases as soon as I am at liberty. Our court is in session & I got your notice day before yesterday.

Yours, truly,

J. S. EMERY.

(Endorsed:) United States vs. A Bond for $600.00, &c., as the property of Edward S. Brown. No. 140 & 141 consolidated. Examination of F. G. Adams, Thomas A. Osborn, A. S. Thomas, J. L. McDowell, Edward Stillings, special commissioner. Filed July 26, 1871. A. S. Thomas, clerk.

1408 Exceptions to report of commissioner.

And on this day, to wit, November 29, 1871, there was filed in the clerk's office of the said circuit court exceptions to report of commissioner, which is in words and figures following, to wit:

In the circuit court of the United States for district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 & OTHER PROPERTY OF E. S. BROWN. } 140 & 141.

And now comes James L. McDowell, Thomas A. Osborn, Clark J. Hanks, M. W. Delahay, James S. Emery, & A. S. Thomas, and except to the report of E. Stillings, commissioner herein, for the following reasons, to wit:

First. The court had no jurisdiction to entertain the petition and proceedings in which said Stillings was appointed commissioner.

Second. The court had no authority to appoint said commissioner.

Third. Said proceedings were instituted (if the court had authority to entertain them) at too late a date to entitle Brown to the relief prayed.

Fourth. Said Stillings' report is inconsistent with the evidence & in conflict with law and rules of court in the following partic-
1409 ulars, to wit:

1st. The evidence shows that all the moneys collected except costs, were deposited in bank or paid into the registry, yet the officers are charged therewith.

2nd. The evidence shows that after the moneys were so deposited some of it was checked out in a legal manner, yet the officers are charged therewith, there being no evidence to show that the same was not legally drawn.

3rd. The report charges these officers with moneys allowed them as fees by the court, the evid'nce showing such allowance.

4th. The evidence shows that McDowell borrowed money of this fund to pay expences of court & repaid the same, yet he is charged with the money, but gets no credit for his repayment.

5th. The report seeks to influence the court by misrepresenting Judge Delahay's private transactions, having no connection (so far as the testimony report shows) with these moneys.

6th. The report shows and is based upon a misunderstanding of the 42nd rule in admiralty.

7th. The report shows a misconstruction of the powers of the
1410 district court in regard to fees of its officers.

8th. Said report charges officers with 9,705.43 cts. more than was collected.

Fifth. Said report is not the report of Edward Stillings.

Sixth. Said report is in other respects informal, illegal, & insufficient.

ENGLISH & ENGLISH,
Attys. for Defts. servn.

(Endorsment:) The U. S. No. 140 & 141 vs. A Bond for $600 et al., property of E. S. Brown. Exception to report of commissioner. Filed Nov. 29, 1871. A. S. Thomas, clerk.

1411 And on this day, to wit, November 29, 1872, an affidavit of J. S. Emery was filed in the clerk's office of said circuit court, which affidavit, with the endorsement thereon, is in words and figures as follows, to wit:

Affidavit of J. S. Emery.

JAMES S. EMERY, being duly sworn, says:

The sum of money, $1,205, indicated as received by himself as U. S. district atty., Aug. 29, 1864, as per his receipt given C. J. Hanks at that time as clerk of U. S. district court, Topeka, Kansas, and the sum of money of a like amount indicated as received by this affiant as per a certain check signed by Judge Delahay & said Hanks on Clark's bank, & said to be of date Dec. 17, 1864, but which this affiant believes is in truth of date Aug. 29, 1864, at Leavenworth, are one and the same sum of money; that this affiant never received but one such amount of which he is positive, as he has carefully compared his pass-book, or rather pocket account-books kept at the time, in which he noted at the time all sums of money he received from any source whatever, and as

1412 he also distinctly recollects the said check which this affiant is informed is endorsed by himself, was, as this affiant believes, recd. by himself in payment of said receipt so as aforesaid given to said Hanks, & should bear date of the same as claimed receipt to wit, Aug. 29, 1864.

J. S. EMERY.

Subscribed and sworn to before me this 26 day of Mr., 1872.
[SEAL.] A. H. FOOTE,
Notary Public, Douglas County, Kansas.

(Endorsed:) No. 140 & 141. Filed Nov. 29, 1872. A. S. Thomas, clerk.

1413 At a term of the circuit court of the United States in and for the district of Kansas, begun and held at Topeka in said district, on Monday, the 25th day of December, A. D. 1872, among other proceedings on Friday, November 29, 1872—present, Hon. John F. Dillon and Hon. Mark W. Delahay, judges—the following were had and appear of record in words and figures as follows, to wit:

Decree.

FRIDAY, *November* 29, 1872.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY, EDWARD S. BROWN. } 140 and 141.

This day this cause came on to be farther heard on the petition of Edward S. Brown and papers formerly read, and the report of Edward Stillings and the accounts and examination of witnesses returned therewith, and the exceptions of James L. McDowell, Thomas A. Osborn, C. J. Hanks, M. W. Delahay, James S. Emery, A. S. Thomas, Clark, Gruber & Co., and Robert Crozier thereto, and having been argued
1414 by counsel for the respective parties and persons above named at a former term, and being by the court taken under advisement, and the court being now fully advised in the premises, doth overrule said exceptions, and doth order said report to be, and the same is hereby, confirmed as herein provided; and the court being of opinion from the said report and evidence therewith submitted, moneys in these causes, to which the petitioner Edward S. Brown is legally entitled, have been withdrawn from the registry of the court in contravention of the 42 admiralty rule, and without due process of law, and that the court may enforce the return of said moneys by summary proceedings against the officers and persons who withdrew or hold the same:

On consideration whereof, the court doth adjudge, order, and decree that within thirty days from this date, into the Kansas Valley National Bank, which, by order of this court the 31st of May, 1871, was designated as the depository of all moneys in the registry of this court, that James L. McDowell, late marshal, do pay $11,646.04; that Thomas
1415 A. Osborn, late marshal, do pay $2,526.92, balance collected by him from debtors of Edward S. Brown, after deducting $399.27, his fees in cases 140 and 141, and that he do pay the further sum of

$3,820.48, amount withdrawn by him from the registry of the court; that John T. Morton, late clerk, do pay $162.18; that A. S. Thomas, clerk, do pay $152.64; that Robert Crozier, late district attorney, do pay $505.00; that A. L. Williams, late commissioner, do pay $30; that C. J. Hanks, late clerk, do pay $262.29, balance collected by him from debtors of Edward S. Brown, after deducting his fees in cases 140 and 141, and that he do pay the further sum of $2,142.85, amount withdrawn by him from the registry of the court; that J. S. Emery, late district attorney, do pay $1,285.67, amount withdrawn by him from the registry of the court; that E. C. K. Garvey, late commissioner, do pay $197.00, amount withdrawn by him from the registry of the court; that Austin M. Clark, Milton E. Clark, and E. H. Gruber, late partners under the style of Clark, Gruber & Co., do pay $932.20, amount withdrawn from the registry of the court, said several sums of money herein decreed
1416 to be paid by said officers, being moneys which came to their hands as such officers, as shown by the report of the said Stillings.

The court at this time makes no further decree against Clark, Gruber & Co., holding that those who received said moneys are primarily liable, but right is reserved to any one interested, in the event that the return of said moneys to the registry of the court cannot be enforced from persons receiving the same, to apply for further decree against Clark, Gruber & Co.

The court doth hereby appoint H. C. Hollister a special examiner to take testimony in this matter; and there is, notwithstanding the foregoing order, hereby reserved to James L. McDowell, Thomas A. Osborn, John T. Morton, C. J. Hanks, A. S. Thomas, Robert Crozier, Jas. S. Emery, A. L. Williams, E. C. K. Garvey, and Clark, Gruber & Co., the right, if they or any of them shall desire to contest the amount appearing as aforesaid to be due from them or any of them as aforesaid, or their liability to restore said moneys to the registry of the court, to appear before the said examiner hereby appointed, and submit testimony in their behalf as herein provided; and petitioner as herein pro-
1417 vided may also submit evidence in his behalf.

The said testimony shall be taken as follows: All the parties who desire to contest the amount appearing to be due from them as aforesaid, shall appear at one and the same time in person or by counsel, before the said examiner at his office in Leavenworth on the first Monday of January, 1873, and said testimony on their behalf shall be taken from day to day and without delay until the same is completed, and the same shall be closed within sixty days after the date last above named, and meanwhile, and for thirty days thereafter, the petitioner may also take testimony before the said examiner in his behalf, during which time and for ten days thereafter the said officers and persons may take rebutting testimony, at the end of which time the testimony shall be closed.

The testimony already taken before the said Stillings shall be considered as testimony in the case, applicable to all the said persons and parties so far as it relates to them severally, but any of said parties may recall the said witnesses, and examine or cross-examine them further within the times aforesaid limited.

When the period for taking testimony as herein limited has
1418 elapsed, the said special examiner shall immediately return all the evidence, papers, and documents to the clerk of this court, who is authorized and directed to open and file the same, and then to transmit the same to the special master hereinafter named.

The court doth hereby appoint Edmund T. Allen, esq., of St. Louis, Mo., a special master, whose duty it shall be to receive all of the said testimony, including that taken before the said Stillings, and that to be taken before the said special examiner, and all the papers in the said causes, Numbers 140 and 141, and the other confiscation cases, and all exhibits and documentary evidence, and report to this court at the next term thereof, to be held on the first Monday of June next, what sums of money to which the petitioner Brown is entitled, remain in the hands of the said McDowell, Osborn, Morton, Hanks, Crozier, Thomas, Emery, Williams, and Garvey, over and beyond their respective legal fees and charges and valid allowances, evidenced by the records of the court or other legal evidence.

The said special master shall also make report respecting the
1419 liability of the said parties or any of them to pay interest on any sums that may appear to be due from them. He shall also make report respecting the liability of the said Clark, Gruber & Co., or any other persons who shall be shown to have moneys to which the petitioner is entitled in their hands.

Any of the said parties may submit a written or printed argument to the said special master upon the questions herein referred to him, to be prepared and delivered to him on or before the first day of May next, or they may appear in person, or by counsel, at a day to be named by said special master on or before the said first day of May next. In case of the death, absence, sickness, or refusal of the said Edmund T. Allen, of St. Louis, to act as such special master, the court doth hereby appoint Geo. W. Lubke, esq., of St. Louis, as such special master, who shall discharge the duties hereby devolved upon the master first named. In case of the death, absence, sickness, or refusal of the said special examiner to act, H. J. Dennis is hereby appointed to act in his place.

1420 And on this day, to wit, December 2, 1872, a stipulation was filed in the clerk's office of said circuit court, which said stipulation, together with the endorsement thereon, is in words and figures as follows, to wit:

Stipulation.

UNITED STATES
vs.
A BOND FOR $600 & OTHER PROPERTY OF
E. S. Brown.

It is hereby stipulated and agreed in this case that, so far as it may be necessary to take proofs and depositions in this case in behalf of Thos. A. Osborn, that the examiner may adjourn his examination to the city of Topeka, where it shall be necessary to hear the defense of said Osborn, instead of examining his witnesses at Leavenworth, as required in the order herein.

WILSON SHANNON.
J. W. ENGLISH.

(Endorsed:) No. 305. No. 140 & 141. U. S. vs. A bond for $600, and other property of E. S. Brown. Stipulation. Filed Dec. 2, 1872. A. S. Thomas, clerk.

1421 *Testimony in case of The United States* vs. *A bond for* $600, *and other property, taken by H. C. Hollister, special examiner.*

In the circuit court of the United States for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY, Edward S. Brown. } 140 and 141.

Testimony taken in the above-entitled cause under the 67th rule of practice for the courts of equity of the United States, by H. C. Hollister, special examiner, duly appointed by the said court to take the testimony in said cause.

MONDAY, *Jan. 5th*, 1873.

Present, English & English, solicitors for J. L. McDowell, Thomas A. Osborn, C. J. Hanks, J. S. Emery, and A. S. Thomas.

H. T. Green, solicitor for E. S. Brown, and Mr. Brown personally.

C. W. Helm, solicitors for A. M. Claik, and M. E. Claik by special appearance, as evidenced by paper filed this day, which is hereto
1422 appended, marked "Exhibit A."

Edward S. Brown, by his solicitor, asked which of the persons and officers aforesaid had obeyed the order of the court by paying into the registry of the court the sums adjudged to be due from them. And objected to any such persons who had not so obeyed the order of the court offering any evidence to vary the amounts so found to be due from them. Messrs. English & English, for all the parties they represent, answered that they had not paid any money into the registry of the court in compliance with said order.

Messrs. English & English moved that this examination be adjourned, in order to allow them to procure the papers in this case from Topeka.

Mr. Green, solicitor for Mr. Brown, asked C. W. Helm, solicitor for A. M. Clark and M. E. Clark, if he was ready to now proceed with the taking of testimony.

To which said C. W. Helm replied that he was not now ready to offer any testimony.

Mr. Green, solicitor for E. S. Brown, asked Messrs. English, solicitors for McDowell, Osborn, Hanks, Thomas, and Emery, if they had any testimony to offer to-day.

To which said Messrs. English and English replied that they
1423 were not now ready to offer any testimony.

E. S. Brown, by his attorney, insists that the parties hereto proceed to take testimony immediately, and demand that they produce their testimony or close their case.

It being now 4 o'clock p. m., this examination was adjourned till to-morrow morning at 10 o'clock.

TUESDAY, *Jan.* 7, 1873—10 o'clock a. m.

The examination was resumed pursuant to adjournment.

Present, Edward S. Brown, in person.

There being no other parties present, it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

WEDNESDAY, *Jan.* 8, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjour'ment.

Present, James W. English, solicitor for McDowell, Osborne, Hanks,

Thomas, and Emery aforesaid, and said Hanks personally; Edward S. Brown personally, and H. T. Green, solicitor for said Brown.

1424 James W. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, they having been written for by the examiner on the 6th instant.

Mr. Green objected to any further continuance of this examination, because, first, the parties have shown neither effort or diligence to procure them, nor that they were material to be here before any witness might be sworn; and because any further adjournment is in violation of so much of the order of the court as requires the testimony "shall be taken from day to day, and without delay, until the same is completed;" and because no affidavit has been filed showing the necessity of these records being here before this examination is proceeded with.

Thereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

THURSDAY, *Jan.* 9, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid; and said Hanks in person. Ed-

1425 ward S. Brown in person, and H. T. Green, his solicitor.

Jas. W. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived.

H. T. Green, solicitor for Mr. Brown, objected to any adjournment, for the same reasons fully set out in yesterday's proceedings.

Thereupon it is ordered that this examination be adjourned till to-morrow morning at ten o'clock.

FRIDAY, *Jan.* 10, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid, and C. J. Hanks personally.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka had not arrived, and he was not ready to proceed with the examination.

H. T. Green, solicitor for Edward S. Brown, objected to any further adjournment, for the same reason' as those fully set forth in the proceedings of the 8th instant.

1426 Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

SATURDAY, *Jan.* 11, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown personally, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers and records heretofore sent for at Topeka had not yet arrived.

Mr. Green, solicitor for Mr. Brown, objected to any further adjour'-ment, for the same reasons as those fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till Monday morning next at 10 o'clock.

MONDAY, *Jan.* 13, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, James W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid, and said C. J. Hanks personally.

1427 Edward S. Brown personally, and H. T. Green, solicitor for said E. S. Brown.

C. W. Helm, solicitor for A. M. and M. E. Clark.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not yet arrived, and he is not ready to proceed with the examination.

Edward S. Brown, by H. T. Green his solicitor, objected to any further adjournments, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

TUESDAY, *Jan.* 14, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, James W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown personally, and H. T. Green, solicitor for said Brown.

Chas. W. Helm, solicitor for A. M. and M. E. Clark.

Mr. English moved for an adjournment, for the reason that the

1428 papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the testimony.

H. T. Green, solicitor for Edward S. Brown, objected to any further adjournments, for the reasons fully set forth in the proceedings of the 8th instant.

H. T. Green, solicitor for Edward S. Brown, gave notice that further delay in this examination is unnecessary, unwarranted, and trifling with the order of the court.

Whereupon it is ordered that this examination be adjourned till to-morrow at 10 o'clock, a. m.

WEDNESDAY, *Jan.* 15, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with this examination.

Mr. Green, solicitor for Mr. Brown, objected to any further ad-

1429 journment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

THURSDAY, *Jan.* 16, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not yet arrived, and he is not ready to proceed with the examination.

H. T. Green, solicitor for Mr. Brown, objected to any further adjournments, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

FRIDAY, *Jan.* 17, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

1430 Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with this examination.

H. T. Green, solicitor for Mr. Brown, objected to any further adjournments, for the reasons fully set out in the proceedings of the 8th instant.

1431 Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

SATURDAY, *Jan.* 18, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, & Emery aforesaid.

Edward S. Brown, in person, & H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with this examination.

H. T. Green, solicitor for Mr. Brown, objected to any further adjournments, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till Monday morning next at 10 o'clock.

MONDAY, *Jan.* 20, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, James W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

1432 Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with this examination.

H. T. Green, solicitor for Edward S. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

TUESDAY, *Jan.* 21, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

C. W. Helm, solicitor for A. M. & M. E. Clark.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka had not arrived, and he is not ready to proceed with this examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the same reasons as those set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned
1433 till to-morrow morning at 10 o'clock.

At the request of Mr. Helm the above order of adjournment is set aside to allow a witness to be examined.

JOHN T. MORTON, a witness on the part of A. M. and M. E. Clark, being duly sworn, testified as follows:

Q. What is your name?

(Mr. Green, solicitor for Edward S. Brown, objected to this witness being examined, for the reason that the said A. M. Clark and M. E. Clark had not obeyed the order of the court by depositing in the registry of the court the amount decreed by the court to be paid by them.)

A. John T. Morton.

Q. What is your business or profession at the present time?

A. My profession is a lawyer. I am at this time judge of the 3d judicial district of the State of Kansas.

Q. How long have you been judge of the 3d judicial district of the State of Kansas?

A. A little over four years.

Q. Have you been re-'lected to that position?

A. I have.

Q. When?

A. At the last November election.

1434 Q. Were you ever clerk of the district court of the United States for the district of Kansas?

A. I was from the spring of 1861 to some time in October, 1863.

Q. During that time did you have control of any funds belonging to the district court?

A. I did.

Q. How did these funds come into your hands?

A. By payments made to me by alle*d*ged mortga*j*es in cases No. 140 and 141, confiscation cases, wherein Edward S. Brown was defendant, or wherein certain bonds and mortga*j*es alle*d*ged to have been the property of Edward S. Brown were defendants. These funds were paid to me by the mortga*j*ors upon the foreclosure by the district court in said confiscation cases of their mortga*j*es.

Q. What did you do with these funds?

A. I deposited all the funds I received from those sources with Clark, Gruber & Co. about the 1st of November, 1863.

Q. Why did you deposit it with them?

A. My remembrance is, I did so because there was an order entered on the journal of the court requiring it.

Q. Tell the circumstances under which this money was deposited; what you said to them and what they said to you.

A. I deposited, I think, on Sunday morning, the bank being
1435 specially opened for this deposit as a favor to me. The sum was

$2,080\frac{80}{100}$. It was just five cents more than I had received. I recollect there was some difficulty about change. The deposit was made with one of the partners, I cannot remember which, at the counter of the bank. I told him it was money belonging to the United States district court. I cannot state certainly that I said anything more. I think I stated it was to be drawn out upon the order of the judge, countersigned by the clerk, but I am not certain of this. I do not remember anything they said to me.

Q. Are you positive and certain as to whether anything was said about an order of court, or the judge of the court directing you or other officers of the court, by you to the party with whom you deposited the money concerning the fund to which this money belonged, or any rule of admiralty or of the court by which this money, deposited by you, was to be drawn out from said banking-house, Clark, Gruber & Co.?

(H. T. Green, solicitor for Mr. Brown, objected as leading, immaterial.)

A. I am not.

Q. Was anything said at all about a rule of admiralty, or any order of court directing the firm of Clark, Gruber and Co. as to the
1436 manner in which this fund was to be removed from their bank?

(H. T. Greer, solicitor for Mr. Brown, objected because the records will show for themselves, and that these were rules and laws controlling the court as well as the bank.)

A. I think nothing was said about any rule of court, or rule in admiralty, or order of the court. I think all that was said on that point was that the money was to be drawn upon the order of the court, countersigned by the clerk; but of this I am not certain.

Q. Are you certain and positive nothing was said about any rule in admiralty or any order of the court?

(H. T. Green, solicitor for Mr. Brown, objected because the witness has already answered the question.)

A. I am quite certain there was not anything said by me to the person with whom I deposited the money.

Cross-examined by H. T. Green, solicitor for Mr. Brown:

Without waiving the exceptions taken to the above examination, H. T. Green examined the witness:

Q. You have stated the money deposited with Clark, Gruber & Co. arose from cases No. 140 and 141 against bonds and mortgages
1437 belonging to Edward S. Brown. Did Clark, Gruber & Co. know the sources from which this money came, either by being told by you or by anybody else?

A. I do not know that they did.

Q. Were they informed as to any source from which this money came to your hands?

A. Not that I know of.

Q. Did they ask your directions as to how or to whom this money was ultimately to be paid at the time of the deposit?

A. I do not remember that they did.

Q. Did you pretend at the time of the deposit or at any time afterwards that you had the authority or power to direct how it should be drawn out?

A. In no other way, unless, perhaps, by telling them it was to be drawn out upon order of the judge, countersigned by the clerk.

Q. You have said something about when you were clerk, and of the

records of the court. Did you deposit that money in pursuance to that order, of which record was made, designating the banking-house of Clark, Gruber & Co. as the place of deposit for moneys paid into the registry of the court under the 42nd admiralty rule?

A. I did.

1438 Q. State if Clark, Gruber & Co. knew of the fact that their banking-house has been designated as the depository of this money, and why, as an especial favor to you, was it opened on Sunday.

A. I do not know that they knew of such order. I told the member with whom I deposited that I had money to deposit belonging to the United States district court, and I was in a hurry to get back to Topeka.

Q. State if at the time you closed your connection with that court there were any mutilations of the records of that court, or if at any time afterwards you saw any entries made while you were clerk which had been mutilated; and if so, when and in what particular were they mutilated?

(Mr. English objected, because it does not show that it has any connection with the matter in controversy, and as immaterial.)

A. The records of the court made while I was clerk have been mutilated and changed in two places. First, in the clerk's fee-bill on page 478 in the proceedings of the court for May 11th, 1863; the record in the marshal's fee-bill on page 539 in the proceedings of the court of June 8th, 1863. They were changed after my term expired. I don't know when or by whom. I think it was some time in 1866 I first discovered it.

Cross-examined by Jas. W. English:

1439 Q. What do you mean by the term mutilated; whether it is anything more than a word erased or changed?

A. I mean the records on those two pages were mutilated by erasing words or figures and substituting other words or figures. The change increased the amounts.

Q. You have said in your examination that the money you received from mortgagors in cases 140 and 141 were the funds you deposited with Clark, Gruber & Co. From what sources did you immediately receive said fund; whether from officers collecting the fund or the mortgagors themselves paying it into your hands?

A. I received none from officers of the court. I received all either from the mortgagors themselves or other attorneys for them. On reflection, I am certain I received it all from the attorneys of the mortgagors. The following are the names of the mortgagors, with the dates and amounts I received:

Mayfield, Oct. 12, 1863	307 00
Blodjett, Sept. 14, "	122 35
Mahlon Olephant, Aug. 3, 1863	641 40
Benj. Ball, June	650 00
J. S. Rust, June	360 00
	$2,080 75

Q. Did you pay in the whole amount received by you without deducting your fees, if any you had?

1440 A. I did; and obtained my fees afterwards by order of the court, which is a matter of record.

Q. You have spoken of the mutilation of the records. Do you know when or by whom said mutilation was made? If yea, tell all you know about it.

A. I do not.

JOHN T. MORTON.

Subscribed and sworn to before me this 21st day of January, 1873.

H. C. HOLLISTER,
Special Examiner.

It is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

WEDNESDAY, *Jan.* 22, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

1441 Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the same reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow at 10 o'clock a. m.

THURSDAY, *Jan.* 23, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery *and* aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

FRIDAY, *Jan.* 24, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

1442 Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka had not arrived, and he was not ready to proceed with the examination.

H. T. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow, at 10 o'clock a. m.

SATURDAY, *Jan.* 25, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, James W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers which had been sent for at Topeka had not arrived, and he is not ready to proceed with the examination.

1443 Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till Monday morning next, at 10 o'clock.

MONDAY, *Jan.* 27, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka had not yet arrived, and he is not ready to proceed with the examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

TUESDAY, *Jan.* 28, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

1444 Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

WEDNESDAY, *Jan.* 29, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers

heretofore sent for a' Topeka have not arrived, and he is not ready to proceed with this examination.

1445 Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till tomorrow morning at 10 o'clock.

THURSDAY, *Jan.* 30, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

H. T. Green, solicitor for Edward S. Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination is adjourned till tomorrow morning at 10 o'clock.

FRIDAY, *Jan.* 31, 1873—10 o'clock a. m.

1446 This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

H. T. Green, solicitor for Edward Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

Mr. Green objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th instant.

Whereupon it is ordered that this examination be adjourned till tomorrow morning at 10 o'clock.

SATURDAY, *Feb.* 1, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, James W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

1447 Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of the 8th ultim*us*.

Whereupon it is ordered that this examination be adjourned till Monday, Feb. 3rd, 1873.

MONDAY, *February 3rd*, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with this examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set out in the proceedings of January 8th.

Whereupon it is ordered that this examination be adjourned till to-morrow at 12 o'clock m.

TUESDAY, *Feb.* 4, 1873—12 o'clock m.

1448 This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka have not arrived, and he is not ready to proceed with the examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set out in the proceedings of the 8th ultim*us*.

Whereupon it is ordered that this examination be adjourned till to-morrow at 12 o'clock m.

WEDNESDAY, *Feb.* 5, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reason that the papers heretofore sent for at Topeka had not arrived, and he is not
1449 ready to proceed with the examination.

Mr. Green, solicitor for Mr. Brown, objected to any further adjournment, for the reasons fully set forth in the proceedings of Jan. 8th.

Whereupon it is ordered that this examination be adjourned till 12 o'clock m. to-morrow.

THURSDAY, *Feb.* 6, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the same reasons as previously stated.

Mr. Green objected to any further adjournment, for the reasons set forth in the proceedings of Jan. 8th.

Whereupon it is ordered that this examination be adjourned till to-morrow, 12 o'clock m.

FRIDAY, *Feb.* 7, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

1450 Present, James W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

C. W. Helm, solicitor for M. E. and A. M. Clark.

Mr. English moved for an adjournment, for the same reasons as heretofore fully set forth.

Mr. Green objected to any further adjournment, for the reasons fully set forth in the proceedings of January 8th.

Whereupon it is ordered that this examination be adjourned till tomorrow at 12 o'clock m.

SATURDAY, *Feb.* 8, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the same reasons as those before fully set out.

Mr. Green objected to any further adjournment, for the reasons fully set forth in the proceedings of January 8th.

Whereupon it is ordered that this examination be adjourned till Monday next, Feb. 10, at 12 o'clock m.

1451 MONDAY, *Feb.* 10, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved an adjournment, for the reasons heretofore fully set forth.

Mr. Green objected to any further adjournment, for the reasons fully set forth in the proceedings of January 8th.

Whereupon it is ordered that this examination be adjourned till tomorrow at 12 o'clock m.

TUESDAY, *Feb.* 11, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reasons heretofore fully set forth.

1452 Mr. Green objected to any further adjournment, for the reasons fully set forth in the proceedings of January 8th.

Whereupon it is ordered that this examination be adjourned till tomorrow at 12 o'clock m.

WEDNESDAY, *Feb.* 12*th*, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Emery, and Thomas aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

Mr. English moved for an adjournment, for the reasons heretofore fully stated.

Mr. Green objected to any further adjournment, for the reasons fully set forth in the proceedings of Jan. 8th.

Whereupon it is ordered that this examination be adjourned till to-morrow at 12 o'clock m.

THURSDAY, *Feb'uary* 13, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

1453 Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

The examiner not being ready to proceed, it is ordered that this examination be adjourned till to-morrow at 12 o'clock m.

FRIDAY, *Feb.* 14, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

There being no witnesses present, and the examiner not being ready to proceed, it is ordered that this examination be adjourned till to-morrow at 10 o'clock a. m.

SATURDAY, *February* 15, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery aforesaid, and said J. L. McDowell, in person.

Edward S. Brown, in person, and H. T. Green, solicitor for said Brown.

JAMES L. MCDOWELL, being duly sworn, testified in his own behalf, as follows:

1454 Q. State whether this is the original of the receipt executed to you by C. J. Hanks, clerk of the district court of the United States for the district of Kansas, at the time it bears date, (showing witness a paper, marked "A.")

(Mr. Green objected to this witness being permitted to give any testimony under the order of Judge Dillon, because it is admitted that he has not obeyed that portion of the order directing him to pay into the Kansas Valley National Bank the sum directed to be paid by said order, in the same order in which he is permitted to give testimony, and, being in contempt of said order, that he should not be permitted to avail himself of any of the benefits thereof; and because the receipt now shown the witness is already in evidence before Mr. Stillings, and therefore immaterial and irrelevant.)

A. It is.

Q. State whether or not that is the paper a copy of which is attached to your former evidence?

A. I presume it is; I knew a copy was taken, but I don't know whether it was attached or not.

Q. Look at the papers marked "B" & "C," here shown you, and state whether or not they are the original receipts referred to by you in your former examination?

A. They are.

Q. Look at papers marked "D" & "E," now shown you, and state what they are and for what they were given.

1455 (Mr. Green objected, because the papers marked A, B, C, D, and E are not so shown before marked and attached, that specific objections can be made thereto; and because the witness is asked to determine the character and contents of said papers.)

A. The paper marked "D" is a check for $2,946\frac{96}{100}$ on Clark & Co., signed Mark W. Delahay, judge, and C. J. Hanks, clerk of the district court. It was drawn for fees due me in confiscation cases, as marshal, $1,000 of which was for a fee-bill presented and allowed at the April term, 1864; and the fee-bill for the balance of which, $1,946\frac{96}{100}$, was for the balance due for my fees in all confiscation cases in settling up my business, and which was presented and allowed at, or soon after, the May term of the circuit court, 1864. The paper marked "E" is a check for $1,890\frac{15}{100}$, signed by the judge and clerk of the United States district court, drawn on Clark & Co. in my favor, was for money to pay the expense of the April term of the United States district court, and in the check marked, paid out of this fund by Judge Delahay.

(Mr. Green moved to strike out from this last answer so much as undertakes by parol to prove the existence of orders of the court without any records being offered in support thereof, as also so much as is evidenced by any writing either in the question or answer; and because the

1456 order which is in the possession of the commissioner specifically directs record evidence to be produced as to amounts claimed by any of the said officers.)

Q. State whether you have made any, and if yea, what, search for the account or accounts by you presented to the district court of the United States for the district of Kansas, and whether you have been able to find such accounts among the files of said court.

(Mr. Green objected to the question, because it is not shown that the witness now is, or heretofore has been, the legal custodian of the records of the court, and because the same is incompetent.)

A. I have myself at different times made search, and have also had Mr. Thomas, clerk of the United States district and circuit courts, make search for the original fee-bills by me presented to the court for my fees in confiscation cases, and by the court allowed, and which bills went into the custody of the clerk, and have not been able myself, nor has the clerk, to find them among the records of the court.

(Mr. Green moved to strike out so much of this answer as undertakes to swear that Thomas could not find such papers, and so much as undertakes to swear to orders of allowance made by the court, because if such orders exist they should be produced in the orders of the court.)

1457 Q. State whether among your own private papers, since your former examination, you have discovered any copy or copies of any such accounts, and if yea, state when, where, and how you discovered the same, and present the same to be attached hereto.

(Mr. Green objected, because the U. S. marshal's fees and right to compensation for services by him rendered in that capacity are fixed by act of Congress and by a scale of fees on the records of said court, made in confiscation cases by the court; that the returns upon various processes issued in confiscation cases do or should show the fees due said marshal; and because the marshal is not authorized by law to make a list of fees for his services, and any such paper approved by the judge would be void.)

A. I have; I discovered it the first week in January last, (1873.) I was making a thorough search among all my old papers for anything that might bear on this case, and found this in an old trunk in which I supposed was a lot of unimportant papers running from 1857 down to

within about five years past. This is the paper which I now hold in my hand.

(The paper was handed to the examiner and is appended hereto, marked "F."

Mr. Green desired that said paper be not considered as evidence, the same being appended to this testimony without opportunity of
1458 examination or objection thereto; and as incompetent and immaterial to the enquiry referred.)

Q. State what said paper marked "F" is, whether a copy or the original; and if a copy, a copy of what, and where is the original and where does it belong; and whether you can state the same to be a correct copy or not.

(Mr. Green objected, because said paper does not purport to be a copy of any record, and because the witness is asked to state the contents and legal effect of an instrument which is neither offered in evidence nor shown to confer any rights upon the witness, as late marshal, in this cause.)

A. It is a copy. It is a copy of the last fee-bill I presented to the United States district court for allowance and for balance of confiscation fees due me as marshal. The copy was made at Topeka in the clerk's office, from the original, most of it in my own handwriting; the original, after being certified to as being allowed by the judge, went into the hands of the clerk of the court and remained with him as one of the papers of the court. It is a correct copy. I know nothing about the original since it was left with the clerk and I have not been able to find it, as stated in a former answer.

(Mr. Green moved to strike this answer out as incompetent and immaterial and as an effort to show a right to fees not warranted by
1459 law, and not within the power of the judge to fix or establish fees by such a method, nor to establish fees for services rendered during the period that Judge Williams was the judge of said court, nor to vary the scale of fees fixed by the said Judge Williams; and because fees for said services had been before changed, allowed, and paid for under the scale established by the court during Judge Williams' time; and because it seeks to take the funds arising from the confiscation of the property of Edward S. Brown, to pay expenses incurred in proceedings against other and different property for the alleged offense of other persons, without showing what amount of money was received by the marshal in other proceedings other than those against the property of Edward S. Brown.)

Q. I see by the testimony of F. G. Adams, attached to the Stillings report, this item: "To J. L. McDowell, November 28, 1863, $2,689.94." He states, "do not remember whether a receipt was taken, but suppose one was." State what your reccollection about that transaction is, and whether any money was paid; and, if so, by whom and to whom? State fully.

A. I have read that portion of Mr. Adams' testimony carefully some time ago. I have looked up everything I could find to refresh my memory. I have no reccollection of Mr. Adams paying that or any
1460 other amount for fees. I have also looked over his entire statement of account as given in his testimony, because it more or less affected myself, and in so doing refreshed my memory relative to a point on which I testified before Mr. Stillings, and in my own mind am fully satisfied Mr. Adams is incorrect. On two old memorandums I find this——

(Mr. Green objected to witness reading his old memorandums.)

Witness resumed—

"Amount paid F. G. Adams, former clerk, $4,129.80." I found it on several memorandums; this is one of them.

(The memorandum was then handed the examiner, and is appended hereto, marked "G.")

(Mr. Green objected to this paper being appended hereto, because it is not competent or material testimony to contradict Mr. Adams.)

Witness resumed—

I will again say I have no reccollection of Mr. Adams at that time or at any other time paying me any money for fees in confiscation cases. I am fully convinced I paid to Mr. Adams as clerk of the court $4,129.80 of confiscation moneys.

It is ordered that this examination be now adjourned till Monday next at 12 o'clock m.

MONDAY, *February* 17, 1873—12 o'clock m.

1461 This examination was resumed pursuant to adjournment.

Present: The same as on Saturday last.

The examiner not being ready to proceed with the examination, it is ordered that the examination be adjourned till to-morrow at 12 o'clock m.

TUESDAY, *Feb.* 18, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present: The same as on yesterday.

The examiner not being ready to proceed with this examination, it is ordered that this examination be adjourned till to-morrow at 12 o'clock m.

WEDNESDAY, *Feb.* 19, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present: The same as on yesterday, and C. W. Helm, attorney for A. M. & M. E. Clark, and A. M. Clark in person.

Mr. Clark desired to be examined in this case, but the examiner being engaged, and not being ready to proceed with the examination, it is ordered that this examination be adjourned till to-morrow at 12 o'clock m.

1462 THURSDAY, *Feb.* 20, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present: The same as on yesterday.

A. M. CLARK, being duly sworn, testified in his own behalf as follows:

(Mr. Green objected to the witness testifying, because it is admitted that he has not obeyed the order of the circuit court in paying in the amount of money directed to be paid by him into the Kansas Valley National Bank.)

Q. What is your name and residence?

A. A. M. Clark. I reside in Leavenworth.

Q. What firm are you a member of?

A. Clark & Co., bankers.

Q. Who compose that firm?

A. A. M. and M. E. Clark.

Q. Were you a member of the firm of Clark, Gruber & Co.?

A. I was.

Q. Were you a member of the firm of Clark, Gruber & Co. in November, 1863?

A. I was.

Q. Were you in November, 1864?
A. Yes, sir.
Q. Do you remember of the firm you were a member of in November, 1863, having received any money belonging to the United States
1463 district court for the district of Kansas?
(Mr. Green objected to the question, because the bank account shows, and is better evidence.)
A. Yes, sir; I do.
Q. What does your said account show in reference to that matter?
(Mr. Green objected to the question, because the books are the best evidence, and are not now produced.)
A. The bank account shows the deposits made at that time. It shows all the deposits that were made.
Q. What was the first deposit made with you in the name of the district court of the United States for the district of Kansas?
A. It was $2,080.80 on the 2d day of November, 1863, by J. T. Morton.
Q. What position did Mr. Morton occupy at that time?
A. I understood him to be clerk of the court.
(Witness was here shown a copy of the account of Clark, Gruber & Co. with the United States district court, which is appended to the report of Mr. Stillings, and is asked:)
Q. Is that a correct account of the transactions between the firm of which you are a member and the court?
A. I presume it to be a correct account. I don't recollect to
1464 have examined it unless I examined it with Mr. Brown. I presume I did when it was taken off; if it is the same account he had there, I examined it at the time, and it is correct.
Q. At the date of this first deposit you speak of being made by J. T. Morton, where were you?
A. I was in Leavenworth, according to my best recollection at this time.
Q. Were you married or single at that time?
A. I was single.
Q. Where were you boarding?
A. I think at the Planters' House, and rooming in the bank building.
Q. Are you not sure you were boarding at the Planters' House?
A. I can't be positively sure without examining my account. It is my impression I was, because I boarded there all the time nearly. Perhaps I would board a month or so somewhere else, but I had my room in the bank block all the time.
Q. Were you acquainted with Mr. Morton at that time?
A. I was.
Q. Where did he stop when he came to town?
A. I think at the Planters' House; I am not sure about it.
Q. Where did your brother reside at that time, where did he board, and was he married?
1465 A. I don't know whether he was staying at Denver or whether he was East. It is my impression he was East at the time.
Q. Was Mr. Gruber a married man at that time?
A. He was.
Q. Do you know where he resided, whether in town or out?
A. I don't know whether he resided in town or out at that time. He lived a while in the country and afterwards came in town, but I can't fix the dates.
Q. Did you hear Mr. Morton's testimony in this case?
A. I read it.

Q. Do you remember his having said it was on Sunday, and he got one of the members of the firm to open the safe for him?

A. Yes, sir.

Q. Who was the member of the firm he got to open the safe?

A. I am rather of the impression I was the member of the firm, though as to that I can't positively swear. My recollection is none but members of the firm had the combination of the safe at that time. If any of the clerks had it I don't know it; I don't think they had. Sometimes when it became necessary for both of us to go away the
1466 clerks might be entrusted with the combination; unless such an occasion would occur, the clerks don't have the combination. I don't know that it ever occurred that all the members of the firm were away.

Q. Are you not confident that none but member' of the firm had the combination of the safe?

(Mr. Green objected to this question, and moved to strike out the last three questions and answers, because they disclose no facts material to the case.)

A. I am only confident in this way: It is understood that no person should have the combination of the safe but members of the firm. We never would entrust it to any one else, unless on rare occasions, and then only for the length of time it was necessary. Clerks would usually prefer not to have the combination.

Q. Did you take any interest in and superintend the affairs of your firm at that time?

A. Always, when I was here. I knew everything that was going on. I understood it as well as any person, I presume.

Q. Do you know the terms and conditions on which that money was left there?

(Mr. Green objected to the question as immaterial.)

A. I think I do.

Q. State them.

1467 A. It was left there to the credit of the district court, to be drawn out on the order of the court, certified to or endorsed, or something, by the clerk—some kind of attestation or certificate.

Q. Any other terms or conditions?

A. No other conditions.

Q. Did you ever hear of the 42d admiralty rule? Was it mentioned to you at the time the deposit was made, or to any member of the firm?

(Mr. Green objected to the question as immaterial and irrelevant.)

A. I never heard there was any such rule till after the commencement of the suit known as the Brown lease—till after all the money was drawn out and the account closed.

Q. At the that money was left, was any instructions given you, or any information, as to how it was divided in reference to any particular fund belonging, some to Mr. Brown and some to some one else?

(Mr. Green objected to the question as incompetent, irrelevant, and immaterial.)

A. We never had any knowledge where the money came from, or what fund it belonged. No information was given us.

Q. Were you, or were you not, informed of having been made the depository of the court or the registry by the judge of the court or any of its officers?

(Mr. Green objected to the question, because it is calling for
1468 hearsay testimony without disclosing with whom he conversed.)

A. We never had any notification of any kind from any person

or any order of the court relative to that money. All we knew about it was it was directed to be put there to the credit of the court. We never had any order served on us or any official notification of any proceedings in court relative to this deposit. In fact, I never knew there was an order on the books of the court made in term-time till after this suit was commenced. I did not know the manner of making orders or what was necessary for the court to do.

Q. What became of the money put in your hands by the district court?

(Mr. Green objected, unless the checks are produced.)

A. The money was drawn out of the bank upon the order of the judge of the court, signed by the judge and certified or attested by the clerk of the court, as the books show, and as the checks show, part of which orders or checks are deposited here with the court, all that we could find or get possession of up to that time.

(Mr. Green moved to strike out this answer, because these checks or a part of them are in existence in the hands of the court, and because they have been all offered in evidence.)

Q. Were you acquainted, at the time this account was being kept with you, with Edward S. Brown?

1469 A. I was not.

Q. Did you know or were you informed as to the money that was included in that fund?

(Mr. Green objected as immaterial.)

A. I knew nothing about it. We did not know what the money arose from.

Q. State again what was the nature of the fund deposited with you as money of the district court, as far as you got your information from the party depositing the same. In other words, what did he tell you about it?

(Mr. Green objected to the question as hardly intelligible and wholly immaterial, calling for impressions made on his mind, not even hearsay of third parties.)

A. I could not answer it any different from what I answered it before, if I understand the question.

Q. There was an account kept in your bank?

A. Yes, sir.

Q. There were men who deposited the money; what did they tell you were the terms and conditions on which that money was deposited and on which it was to be drawn out?

(Mr. Green objected to the question as incompetent, immaterial, and calling for hearsay testimony without disclosing even the persons who gave the directions.)

1470 A. The money was deposited with us just the same as if it had been deposited by some person else. We were instructed how the money should be drawn out, the same as we would any other account. We know no difference between that deposit and any other deposit that was made there.

(Mr. Green moved to strike out this answer, because ignorance of law is no excuse; because he does not disclose who gave the directions to him, and because it is not competent to state parol conversations with officers of the court, in relation to drawing the money out.)

(Witness was shown a paper attached to the report of Mr. Stillings—report designating the firm of Clark, Gruber & Co., as the registry of the court.)

Q. When was the first time you saw that order?

A. Two or three years ago, for the first time. I think you showed it to me the first time I ever saw it. I never heard of it or knew anything about it till Mr. Green, I think, informed me of it, about the time Mr. Brown brought these suits.

Q. Do you know anything more about it?

A. No, sir. It never was served on us, nor were we ever notified of any such order or any such rule.

1471 Cross-examined by Mr. Green:

Q. What is your age?

A. I am about 45 years old.

Q. What is the age of your brother?

A. He is some younger than me—two or three years.

Q. What was Gruber's age?

A. I don't know anything about it.

Q. State where you resided before coming to Kansas.

A. In Ohio.

Q. In what business were you there engaged?

A. Not much of any business till I came to Kansas.

Q. How old were you when you came to Kansas?

A. I can't tell exactly, unless I figure up. I must have been 28 or 30.

Q. You have been a member of the State legislature of this State since you have been here?

A. No, sir.

Q. Have you held any election office?

A. Yes, sir.

Q. What office?

A. The office of councilman; and I was a member of the territorial legislature one term.

A. Any other office?

A. I beleive that is all I recollect.

Q. You never did any banking till you came to Kansas?

A. No, sir.

1472 Q. You had been practicing law in Ohio before you came here?

A. I was admitted to the bar about two years before I came here, but I did not practice much.

Q. You had read law?

A. Yes, sir.

Q. With an attorney?

A. Yes, sir.

Q. How long had you read before you were admitted to the bar?

A. About two years.

Q. You learned enough to know that ignorance is no excuse for a man's conduct?

A. I don't think a man ever learn' that much.

(Mr. Green then asked that the further cross-examination of this witness be postponed until the checks referred to by him can be produced.)

Whereupon it is ordered that this examination be adjourned till tomorrow at 12 o'clock m.

FRIDAY, *Feb.* 21, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present: Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery, aforesaid.

1473 Edward S. Brown in person.

The examiner not being ready to proceed, it is ordered that this examination be adjourned till to-morrow at 9 o'clock a. m.

SATURDAY, *Feb.* 22, 1873—9 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, Jas. W. English, solicitor for McDowell, Osborn, Hanks, Thomas, and Emery, aforesaid.

Edward S. Brown in person, and H. T. Green, solicitor for said Brown.

The examination of JAMES L. MCDOWELL was resumed as follows:

Q. When and where did you find this paper marked "G," and when and where, and for what was it made, as near as you can recollect?

(Mr. Green objected to the question as incompetent and immaterial.)

A. I found the paper alluded to at the same time I found the copy of my last fee-bill presented to the court, and in the same manner, in the month of January, 1873. I suppose it was drawn up on the 6th of August, 1864, or near that time. It was about the time I was making
1474 a final settlement of confiscation accounts, and I suppose it was drawn up for that purpose as a memorandum.

Cross-examination by H. T. Green, solicitor for Edward S. Brown:

Q. Do you remember the day on which the court ordered this investigation to commence before Mr. Hollister?

A. I think it was on the 6th or 7th day of January.

Q. Where were you then?

A. If it was on the 7th, I left on the 7th to go to Washington.

Q. At what time?

A. I left on the evening of the 7th.

Q. Where have you been since?

A. I was in Washington, and on my way home up to the 12th day of the present month. I got home about noon that day.

Q. Why did you not give your testimony earlier?

(Mr. English objected as immaterial and not cross-examination.)

A. I did not give my testimony earlier simply because it was impossible for me to do so before the 12th day of the present month; since which time I have been willing at any and all times to give it. I have been here four or five times for that purpose. I could not give it sooner because I was held on a writ from a committee of the Senate of
1475 the United States up to the time I stated, and in going to and returning from there in answer to that writ.

Q. As a witness in what case?

A. In the case of the United States against Alexander Caldwell, in an investigation.

Q. Were you detained as a witness in that case over 30 days?

A. I was. I was examined some three different times. I desired to get away earlier, and wrote to my counsel that I expected to be here on the 30th of January, but failed to get leave to leave Washington before the time I did leave.

Q. You have testified in this matter before Mr. Stillings, have you not?

A. I have testified in the same case before Mr. Stillings.

Q. This paper, marked "G," you say was made on the 6th of August, 1864?

A. I say it was made at that time, or very shortly before that time. It was on or about that time.

Q. That was made at the same time that the paper marked "F" was made, was it not?

A. I think not.

Q. At what time was the paper marked "F" made.

A. I cannot say exactly what time. But it was made after the allowance of the account. The original fee-bill, as I stated before, was made out and by me handed to the judge on the bench, and he retained
1476 it whatever length of time he saw fit. I don't remember the time. When satisfied, he allowed it. I don't know what length of time that paper marked "F" was made after the allowance by the judge of the original.

Q. In whose handwriting is this paper marked "G?"

A. In my own handwriting.

Q. Why did you append to it the words "settlement of account, as settled with C. J. Hanks, U. S. D. C., August 6th, 1864?"

A. I suppose I appended that because Mr. Hanks was clerk of the court, and because it was a memorandum of my settlement of that account with the clerk.

Q. When was that writing made on the paper?

A. At the same time the original was made, I suppose, or after the settlement was made.

Q. Why did you not get Mr. Hanks' signature to that statement?

A. I did not suppose it was necessary.

Q. You were at the mayor's office in Leavenworth City the time you made the statement with Mr. Hanks?

A. To the best of my recollection I closed up the settlement with Mr. Hanks in the mayor's office.

Q. That caption, "Mayor's office, Leavenworth City, Kansas," was some of the paper belonging to the municipal authorities here, was it?

1477 A. It was.

Q. You were then mayor of the city?

A. I was, at that date.

Q. Why were you settling with Mr. Hanks in the mayor's office in the city of Leavenworth at that date when you say before that time you had a settlement with the court on your fee-bill allowed?

A. The allowance of my fee-bill was not a settlement of my account with the court. A settlement and accounting to the clerk was a settlement with the court. It was always so regarded while I was marshall, both in confiscation and other cases.

Q. What did you do with the evidence or receipt of F. G. Adams for the money you paid him, and how did you get at the amount in the city of Leavenworth on the 6th of August, 1864?

A. I never took a receipt from F. G. Adams for any payment of confiscation or other monies, nor from any other person acting as clerk of the U. S. district court, while I was marshal, with the exception of the receipt taken from Mr. Hanks at and after closing up my accounts. It was alway' recognized by the judge and by all active officers of the court that a payment to the clerk was sufficient without a receipt, and
1478 it was not customary for any officer to take a receipt from the clerk.

Q. You and Mr. Hanks, in the mayor's office of the city of Leavenworth, on the 6th of August, 1864, agreed among yourselves, in the absence of Mr. Adams and without a receipt from Mr. Adams, that you had paid him that amount. How did you and Mr. Hanks come to that conclusion?

A. In settling with Mr. Hanks I gave him a full statement or account of all money received and all money paid. That was the basis of our settlement.

Q. Mr. Adams was not here, was he?

A. He was not here, as I said before. I furnished Mr. Hanks with a statement of account of moneys received and moneys paid out—of money paid to Mr. Adams, of money paid for any other purpose and settled on that basis—with the agreement that, if Mr. Hanks, after looking over all the papers connected with the court, discovered any irregularity or mistake, I was bound to correct it. Mr. Hanks had nothing to do with fixing the amount paid to Mr. Adams, or to any other party, except my statement.

Q. Then he took your word for what you had done with that $4,129.80?

1479 A. He took my statement for what I had done at the time, and had the records of the court for reference.

Q. What statement did you make to him?

A. It was in writing.

Q. Over your signature?

A. Over my signature.

Q. They were no better than your word.

A. I think they were. There could be no mistaking a statement in writing.

Q. You did not have the papers and returns of money collected there?

A. I did not have the papers of the court. I had a book at that time which had nearly a full memorandum of all the business I had done in confiscation and other cases from the time of my former settlement.

Q. Do you know where that book is?

A. I passed it over to Mr. Osborn, who succeeded me, as I was required to; that and all other books connected with the business of the court.

Q. State if, in that book which you say you passed over to Mr. Osborn, that amount of $4,129.80 appears therein, as paid by you to Adams.

A. From memory I can't say whether it does or not. I can say that amount was made up from memorandums of which there was no

1480 doubt at the time; neither has there been any question between Mr. Hanks and myself since that time.

Q. You and Mr. Hanks have always agreed about that matter?

A. There never has been a question about it.

Q. Now you say the next item of $1,000 was an account allowed by the court. When was it allowed you by the court and who was judge?

A. M. W. Delahay was judge, and that account was presented at the April term of the U. S. district court, A. D. 1864. At what time it was allowed I can't say, because I don't know how long the judge retained it. He was in the habit of retaining all accounts till he was satisfied. That account, at the time this was made up, I am satisfied was in the hands of the clerk of the court, as it should be.

Q. The April term was the term fixed for holding the United States district court, was it not?

A. It was.

Q. In that court all confiscation proceedings were had, were they not?

A. I believe they were, at that time.

Q. The May term was a term of the U. S. circuit court for the district of Kansas?

A. It was.

Q. In that court no confiscations, then, were pending—that court had no jurisdiction?

A. I believe they did not pretend to issue writs or do business of that kind.

Q. Tell us how you managed, when there were no confiscation
1481 suits in the circuit court during the May term, to get an allowance of $1,964.96, when a month before, in April, you had an allowance of $1,000.

A. I was still acting as U. S. marshal at the May term. I had been superseded by Mr. Osborn. I went to Topeka during the sitting of the May term, and went with the purpose of closing my allowance for fees, and made out my account while there, and presented it while there. The judge of the circuit court was also judge of the district court. I did not present it to him as judge of the circuit court, but as judge of the district court, being an ex-officer of the court.

Q. Why do you say the account was allowed by the court at the May term?

A. I mean to say it was allowed by the judge of the court. It was allowed by the judge of the district court, and at the May term, or was presented to him at that term.

Q. While he was sitting as circuit judge?

A. Yes, sir; I presented it while he was sitting. When he allowed it I don't know, but I think not during the session of the court.

Q. How did you learn that he passed on it after the court adjourned?

1482 A. I suppose because he notified me he had passed on it.

Q. About what time after the May term of 1864 was it he notified you?

A. I am not able to say.

Q. Was it as late as July?

A. I am not able to say.

Q. How long before this settlement you had in the mayor's office was it?

A. I am not able to say whether it was a week or two months before that; I have nothing to enable me to fix the time.

Q. Your recollection is sufficiently certain that the judge told you he allowed it after the adjournment of the court.

A. I will not say he told me after. My impression is it was after. I can't say it was or was not. One reason of it was, I had a considerable fight in presenting the account and having it go before the court at all. The marshal and district attorney objected to my presenting it to the court.

Q. They knew you were doing wrong?

A. I don't think they did know anything of the kind.

Q. When did you get the copy after you put it in the hands of the clerk? You say the paper marked "F" is mostly in your handwriting?

1483 A. I wish to correct one part of my former testimony relative to that. I stated that the principal part of it was in my own handwriting. I had glanced at it only casually and had not examined it. The principal part of it is not in my handwriting, but simply the first page of it. I am not able to name the person who wrote the balance; but, if I am not mistaken, I employed the person who was deputy clerk in the office under Mr. Hanks. If I am not mistaken, it was a Mr. Cheney. I don't know his handwriting; but I had him copy it,

and then compared it. I got the copy very soon after the original bill was allowed.

Q. You say you paid Mr. Chesney for making it for you?

A. I paid him for doing the balance of it.

Q. He was then deputy clerk under Mr. Hanks?

A. He was.

Q. Can you tell why he failed to certify to it and affix the seal, if you paid him for making it?

A. I did not ask him to affix the seal; the original instrument had no seal on.

Q. If the original of that paper had been part of the records or files of the court, and you had called on the clerk and paid him
1484 for a copy, would he not likely have given you a copy, such as is ordinarily given?

A. I don't know that that would make any difference in the form.

Q. Did you tell him not to affix the seal?

A. I did not. I started to make a copy and had not the time to complete it, and asked him to do the service for me.

Q. If you paid him to do it, why did you write at the close of it the certificate that is there?

A. That is the usual certificate. It is copied from the original fee-bill.

Q. Then you paid the clerk to give you a certified copy, and certified to it yourself?

A. I did not say I paid the clerk to give me a certified copy. I said I started to copy it, and not having time I employed the deputy clerk to complete it, and afterward paid him for his labor.

Q. Upon the faith of this paper Hanks and Delahay gave a check on Clark, Gruber & Co.'s bank for $1,964.96, did they?

A. I presume that Judge Delahay signed the check which was attested by Mr. Hanks, from the sum made up of the items on this paper or the paper of which this is a copy.

Q. State if this paper does not contain the name of every confiscation case, not only the cases of Mr. Brown's confiscations, but
1485 all other business that you had done as marshal of the United States from the beginning of the institution of confiscation proceedings in that court.

(Mr. English objected as leading—not a cross-examination of anything examined about, and as asking for things that should appear of record in the district court of the United States for the district of Kansas.)

(Witness here took the paper marked "F" and examined it.)

A. It does not.

Q. State what cases of confiscation occurred in that court prior to the case first designated on this schedule, entitled "The United States against A Bond for $600, J. Bosley and others," and if the said Bosley case was not the first one argued before Judge Williams, at the April term, 1863.

(Mr. English objected as immaterial, and not proper cross-examination.)

A. The first case argued was one of the Brown cases, but I am not able to say which one it was. Some one of those cases was selected by counsel to argue. The various points made were made in one of the Brown cases. The first sales, if my memory serves me, were made in this city; the names I don't remember, and I am not certain but
1486 some personal property.

Q. Look at this paper marked "F" and count the number of cases in which you have claimed fees for services.

(Witness examined the paper.)

A. I believe there are 53 cases.

Q. This paper purports to contain your fees in 53 cases?

A. This paper purports to contain whatever fees were unpaid; in some cases the entire fees, in other, part of the fees in those 53 cases.

Q. Why did you not, in making up that account for Judge Delahay, credit it with what you had received in any of those cases?

A. In those cases in what I had received the fees are not here charged; the fees that had not been charged, that had become due from time to time up to the time I ceased to be marshal, are here charged.

Q. Take the papers in the Bosley case and show us what fees in that case you earned that are not charged in the paper marked "F," and state the amount of fees you have there charged, the gross amount of fees you are entitled to in the cases as shown by the papers and the returns thereon.

(The witness was here handed the papers in the case referred to, but was refused the paper marked "F.")

1487 (Mr. English objected to the question because it is matter that should appear of record, and the answer to the question is by reference to the record itself, and objected to the withholding of the paper marked "F" from the witness in answering the question.)

A. The amount of fees I find charged on the two writs I find here is $27.48 in this case.

Q. Have you looked at all the papers in the Bosley case?

A. I have looked at all the papers that have been handed to me.

Q. Is the amount which you have given the examiner the aggregate amount of charges as made on the returns in that case?

A. It is the aggregate amount charged in these papers. If my memory serves me correctly, there was a charge for another warrant, and also for advertising, but I don't find it.

Q. If you performed the service as marshal you returned the papers to court?

A. I always returned the papers to court.

Q. You think there has been somebody stealing part of your returns?

A. I don't say so; I don't find them in the case.

Q. State what papers you think you served that are not here.

1488 A. I think there was another warrant served in this, and all the cases against a bond for $600.

Q. Look at the two papers signed Green and Wheat, counsel for Bosley, one filed April 23, 1863, and the other filed April 25, 1863, and state if your recollection does not serve you that upon those papers the first argument was made before Judge Williams as to the constitutionality and validity of these seizures.

(Mr. English objected to the question as incompetent, immaterial, and leading, and because it will appear by the record, which is the best and only evidence of that fact.)

A. The papers read are papers that were filed with the clerk, I judge. The papers I know nothing about. I never had them in my hands and had nothing to do with them. I know that Mr. Green and Mr. Wheat appeared for Mr. Brown, and there were motions and arguments in some one of those cases continuing three or four days, I think, at the April term, 1863, if I am not mistaken.

Q. Are you not mistaken about our appearing for Edward S. Brown?

A. My impression is you appeared for Mr. Brown.

Q. Did not the court refuse to hear us for Mr. Brown till we could produce a warrant of attorney, signed by Mr. Brown, authorizing
1489 us to appear in admiralty cases?

(Mr. English objected as immaterial, and because the record will show and is the best evidence.)

A. I think my first answer is correct. Mr. Wheat and Mr. Green did first appear for Mr. Brown, and I think the court overruled their right to do so without some written authority. Afterwards I don't know in what capacity they appeared. I knew it was argued at length and a decision given by the court.

Q. You say your returns show you were entitled to this amount?

A. The returns on these papers show $27.48 of fees taxed.

Q. Can you tell why, in this account which you say you made out in 1864, a year or more after you undertook to charge $73, and did not put it on the returns to the papers which you had served in the Bosley case?

A. I don't know, without reference to that paper, that I have charged $73. If I did make the charge, it was for fees due me in the case and taxed.

Q. Tell how you managed to make the returns and charges on the warrant and process which you did serve differ from what you have undertaken to charge in the paper marked "F."
1490 (Mr. English objected to the question, unless the witness has an opportunity of examining the paper marked "F.")

(The witness was then shown the paper marked "F.")

A. I find a number of charges here that are not in the papers shown me. I find a charge for advertising, attempting to sell, two printer's charges, for service of alias orders and mileage on the same, for advertising, printer's charges again—all items that are not charged on these returns. I stated before that I believed in those cases there were alias orders of seizure served and alias orders of sale and advertising.

Q. State whether you find anything as to whether you sold that land or not.

A. I do not.

Q. Did you sell it?

A. I don't think I did.

(Witness was here shown the journal-entry of the decree of the court, beginning at page 534 of journal A, parts of which witness read, at the request of Mr. Green, as follows: "It is therefore ordered and decreed by the court that the said James Bosley pay unto this court, for the use of the United States of America, within five months after this
1491 date, the said sum of $840, with legal interest from the date of this decree, and that in default thereof said real estate, the northwest quarter of section 14, and the east half of the northeast quarter of section 15, of town. 8, range 21, be appraised, advertised, and sold by the marshal of the United States for the district of Kansas, under an order of sale to be issued from the office of the clerk of this court, according to the laws of the State of Kansas regulating sales under execution, and that execution issue against the said James Bosley for the remainder due on this decree, after applying the proceeds of said sale;" and on page 536: "And it is further ordered, judged, and decreed that said debtor, against whom executions are awarded in this decree, pay all costs that accrue on said executions against them respectively.")

Q. Now state if you did not serve this order of sale issued on the 7th of December, 1863, (showing witness a paper purporting to be an order of sale.)

A. This is an order of sale issued on the 7th of December, 1863.

Q. With your return thereon?

A. That is my return on it.

Q. Read the return thereon.

A. Received this writ December 4th, 1863, and on the 7th day
1492 of December, 1863, I summoned Jacob Gaeser, Hiram W. Johnson, and Davis Herly, three disinterested citizens and residents of Leavenworth County, Kansas, who, after having been by me first duly sworn according to law, did value and appraise the real estate within described as follows, to wit: the northwest quarter of section fourteen, (14,) and the east ½ of the northeast quarter of section fifteen, (15,) township eight, (8,) range twenty-one, (21,) valued and appraised for eighteen $\frac{75}{100}$ dol. per acre, making a total of $4,500.00 *dollars*. After said appraisement said defendant assured me he could raise the amount due on this order inside the 60 days, but since has failed to do so.

Q. Did you afterwards collect it?

A. I suppose I did.

Q. State when you collected it; if you did not make him pay the costs, as the writ commanded you to do, and take it out of him and not out of the proceeds of the sale.

A. I think not.

Q. Have you any recollection where he did pay you and who he paid it to?

A. I have not now; I don't think that in a simple case we made the costs outside of the land; I don't know that there was a single case we could do it.

1493 Q. You did not sell these lands?

A. No, sir; I think not; that is my recollection.

Q. You did not sell any property?

A. I don't remember how the Bosley money was raised. I think he sold the property and paid the money. We were instructed where there was a prospect of their raising the money not to press them too hard.

Q. How did you manage to get Judge Brewer to enter satisfaction on the margin of the record till he had paid the money decreed against him, principal, interest, and costs?

A. I am not able to say how. I presume Judge Brewer was satisfied that the judgment was complied with; from recollection I don't recollect that it was my duty to satisfy him.

Q. You do not recollect how much money you did collect of Bosley?

A. I do not.

Q. In Mr. Stillings' report, on the 11th day of April, 1864, the money received from James Bosley, charged against McDowell, is $889.98. Is not that amount simply the principal and interest which you were required to collect under the order of sale, exclusive of costs which Bosley was required to pay?

1494 (Mr. English objected, because the orders of the court would be the proper place to find the answer to this question.)

A. I am not able to say; (the witness was here shown a slip of paper.) I don't know whose calculation this is; whether it is correct or not. By calculation, the interest was $49.52; that is, the amount of principal and interest, as shown by the decree, calculating it up to the date of payment, being the 11th of April, 1864, makes that amount of principal and interest.

Q. State if you did not receive costs in any of the cases mentioned in the paper marked "F," namely: Bosley, M. Todd, Merchant, Calvert L. Kennedy, D. C. Davis, J. Stephens, G. W. Larrison, Isaac Oliphant,

Isaac Blessing, Chas. Ball, J. Hancock, Challiss, Hendricks, Dien, J. S. Haskell, Wm. Hays, A. J. Sterts, et al., Thos. Duncan et al., Jas. Beeson, J. Stewart, Rothwell, Rothwell, Rothwell, and Edwards, and are not these debtors of Edward S. Brown; and what, if any, sums for costs did you ever receive of those men over and above the money decreed they should pay into court?

A. I believe the names read over were all Brown cases; as I stated before, I am not able to say whether I received the costs in addi-
1495 tion to the decree and interest from any of these debtors or any other of the confiscation cases. If I did, that, as well as the debt and interest, was handed over to the United States district court. Further, a number of those names, I did not collect all the money which they paid; some paid a part to Mr. Crozier; some paid part to the clerk; some of them paid to my successor in office; and I am not certain but some of them paid part of the money to other persons.

Q. Then you think you paid all the money you received, and took nothing out for your expenses or advertisements from money received by you?

A. I was not allowed to take any of the money, costs, or any other part, as my own money, till allowed by the U. S. district court.

Q. The record is here shown you. Will you turn to any order of the court allowing you any fees, such as you say they required you to have before letting you have the money?

(The record was here shown the witness.)

A. In confiscation cases is what I should have added to my last answer. In confiscation cases I made up a bill of items, as marshal in each case of fees due me, presented that bill of costs to the court, when the court marked it approved, and ordered it paid, and
1496 signed it. I called that an order of the court. That is what I mean when I say I only received fees on the order of the court. I have, at the request of counsel, looked at the book before this. I have not examined it now, because I have looked over it carefully before. It was not the custom in any case, neither was it in any case so made an order of the court to make it a part of the journal proceedings.

Q. In Exhibit G you say, as to the $1,000 account, it is in the hands of Hanks.

A. Yes, sir.

Q. Why did you not get a copy of it then; or why was it in the hands of Hanks, in the mayor's office, at the city of Leavenworth?

A. I did not say it was in the hands of Hanks, in the mayor's office, at the city of Leavenworth, but in brackets I say, "In the hands of Hanks," where it of right belonged, who was then clerk of the district and circuit courts. All allowances of that kind, after being made up, passed into the hands of the clerk, who was the proper custodian of papers of that kind. I did not take a copy of it or any other allowance for fees till I made a final settlement. I did take a copy of the final settlement or final allowance for fees.

1497 Q. State what fees in confiscation cases against the debtors of Edward S. Brown, and what cases you undertook to make that $1,000 claim as fees for services therein, that you say was in the hands of Hanks.

A. Without that paper before me I could not intelligibly answer the question. I only know that it and all other allowances were for fees due me in confiscation cases, and that the allowance was made for fees in those cases. How much of it was for fees in Brown cases, or how much for fees in other cases, I cannot tell.

Q. State what debtors of Edward S. Brown were served with any process by you as marshal other than those named in the paper marked "F."

A. I am not able to say by looking over the list. It may contain all of them, or it may not. I don't think this contains all. I don't remember the names of all of them. I don't think the Hiatt case is in the list; one of the Brown cases. This does not contain all of them. Several of them do not contain the amount of fees due me, or were due me and paid before that time.

Q. Did you have any order of sale in the Hiatt case, and was it not dismissed without prejudice?

1498 A. I think there was no order of sale, but I think the preliminary steps were taken in the case, and one reason why it does not appear is, the case was ended, and whatever fees there were were allowed and paid before that time.

Q. State why, at the April term, 1864, you did not make out the whole list of fees which you claimed at the May term were due you; and why you add two such facts, one for $1,000 and one for $1,964, when those on the paper marked "F" are for services earned in 1863.

A. During the April term I was officiating as U. S. marshal, though then superceded by Mr. Osborn, who had not qualified, he having asked me to hold the term. I made out a fee-bill for part of the fees due me, and I suppose made it out in the cases then completed; or, if not, it was a partial fee-bill. I was still acting, and could not, if I wished, make a final taxing of my cost. I presume I had not time to make a final bill, as I was still acting as U. S. marshal. That is the only intelligible reason I can give. There are other reasons why I might not have done it.

Q. How, in your April fee-bill, *why* you say is in the hands of Hanks, did you manage to get it in round numbers of $1,000, with no fractions of dollars or cents?

1499 (Mr. English objected as implying management where there is no evidence of the fact.)

A. I presume the column of figures of fees taxed amounted to exactly $1,000. I have found in adding up columns of figures they are as likely to amount to $1,000 as $999.50. There is no management on my part to make it $1,000. I can only account for it by the column making that amount.

Q. When did you get that $1,000, and how did you get it?

A. I got that $1,000 on the 6th of August, 1864; I believe on a draft or check of the U. S. district court, signed by the judge of the district court, countersigned by the clerk.

Q. Which check was it you say you got that on?

A. On the check marked "D."

Q. What is the amount of that check?

A. $2,946.96.

Q. That is what you and Delahay and Hanks agreed was the amount you should draw, was it?

A. That was the amount of my two bills for costs audited and passed upon by the court.

Q. You had not before that time received anything?

1500 A. I think I had.

Q. How much?

A. I cannot say. I have this much to state: that is the amount allowed at the April and May terms.

Q. Why, if you had received any money before that time, did you

then take a check for fees you had earned during your term of service in the district court?

A. If I had received money before these allowances, as I think I had, it was not for these services paid for by this check, but for other services in confiscation cases.

Q. State what other confiscation cases you had received other checks for.

A. I am not able to say.

Q. How did you manage to get other checks?

A. Whatever other money I got I got on bills rendered to the court on fee-bills presented, and by the court allowed.

Q. About how many times did you present these bills you call fee-bills to Judge Delahay during your term as marshal?

A. I am not able to say. I think I presented one at the December term, 1863, and one at the April term, 1864. I can't say for what amount the December fee-bill was. At that time I had closed up
1501 my business in confiscation cases so far as the cases were concluded and my fees due.

(Witness was here shown the account of Clark & Co., attached to Mr. Stillings' report.)

Q. Look at the entry on that account of December 5th, J. T. Morton, $77.09, and on the same day, J. H. McDowell, $794.34. State what it is for, and if you are the party there intended.

(Mr. English objected as not cross-examination of anything examined about in chief.)

A. As I stated before, when the same question was asked me in my examination before Mr. Stillings, J. H. McDowell is not my name. The intention of the person making up that balance-sheet, I am not able, if I was willing, to swear to. I think I had an allowance of near about that amount at the October term of the U. S. district court, 1863, for costs.

Q. Did you receive it in checks on Clark & Co.?

A. That I am not able to say. I have no date or memorandum to refresh my memory to satisfy me whether I did or not.

Q. If that money was paid to you, state for what service it was paid, whether in confiscation or other cases.

1502 A. In confiscation cases it was paid.

Q. Did you draw money from Clark, Gruber & Co. for any other than for services in confiscation cases, about that time, from the money deposited there to the credit of the court?

A. I did not. It would have been impossible for me to do so, because I could only draw it on a check of the judge, attested by the clerk, of the district court.

Q. Do I remember you to say that you did not receive on the 5th of December, 1866, from the fund deposited with Clark, Gruber & Co., this sum of $794.34?

A. I stated that the charge here to J. H. McDowell on the balance-sheet of the bank exhibited to me is not against me, nor is it my name. I may have received that amount of money at that time. From memory, I could not say whether I did or did not.

Q. Look at your own private bank-account, or bank-account as marshal, and state what sum of money of that precise amount was credited to you by said bank, and where that money came from if not from this fund.

A. On December 5th, 1868, on this paper shown me, which purports to be a copy of the bank-account of my own—but whether it is

1503 correct or not I am not able to say—they me credit for $794.34 currency. I may have got it, as I stated in answer to a former question, from the United States depository, or I may have got it from a half dozen other sources. At that time I was getting in and paying out a good deal of money. From memory it will be impossible for me to say where I got it. The dates and amounts are similar.

Q. You have no recollection in the matter?

A. I have not.

Q. Have you any recollection of any amount being allowed John T. Morton, clerk, about December, 1863, for his fees, of a check being signed for that amount?

(Mr. English objected as not within the province of the witness, as an officer of the court, to know.)

A. I know that John T. Morton, as clerk of the court, had fees allowed him in confiscation cases; but when, or at what term of court, or what amount, I am not able to say.

Q. If you received on the 5th of December, 1863, at the banking-house of Clark, Gruber & Co. this seven hundred and odd dollars, for services in confiscation cases, for what services could that amount have been paid you?

(Mr. English objected as not cross-examination.)

1504 A. If I received that $794.34, and out of that fund, it was for services similar to what I charged in other cases—for serving writs and process in confiscation cases, on fee-bills similar to the one I have a copy of here.

Q. State if the 5 months allowed to debtors had not expired at that time, and what an amount of money had been collected from the debtors of Edward S. Brown before this 5th day of December, 1863.

A. I think it expired about that time; I don't remember the exact date. I think there had been some money paid; I think not a very large amount.

Q. Did not orders of sale issue against the property of the debtors of Edward S. Brown at the close of the 5 months—against such of them as had not paid before that time?

(Mr. English objected as immaterial and not cross-examination.)

A. I think process of sale issued in all of those cases soon after that time expired; how soon I can't say.

Q. Into whose hands did these processes come? You were then U. S. marshal, were you not?

(Mr. English objected as not cross-examination.)

A. Those processes went into the hands of the U. S. marshal.

1505 I was then U. S. marshal of the district of Kansas.

Q. In your exhibit marked "G," your last item, of $1,890.15, marked expenses paid, April term, 1864, paid out of confiscation funds by order of the court, turn me to any order of the court which directed you to pay expenses of that term out of confiscation funds.

(Mr. English objected as not cross-examination.)

A. My answer is this check.

Q. This is the check, is it?

A. Yes, sir.

Q. That is the only order you know of?

A. There was a verbal order made at the time, and I supposed was entered of record; but I can't find it on the journal. There was a verbal order for me to pay the witnesses, jurors, and expenses of the court out of that fund.

Q. Did you pay the expenses of the April term, 1864, to the various parties—witnesses and jurors?

A. I did.

Q. Then they were paid by you before the 6th of August, when Delahay signed this check?

(Mr. English objected as irrelevant and not cross-examination.)

A. My impression is they were paid at the close of the term.

Q. When was the court closed?

1506 A. The April term closed some time in May.

Q. Then you paid all the expenses?

A. I think I paid the expenses. It was usual to do so.

Q. You paid it out of your pocket?

A. Yes, sir. I paid the expenses of the court. Afterwards my accounts were audited and allowed. In all cases when I got an order of the court for that amount I was clear.

Q. Why was it necessary for Judge Delahay to give you a check on the district court fund in the bank of Clark, Gruber & Co. for $1,890.15, when you say you had paid out the money prior to the 6th of August?

A. I might have paid it in May, or a year before, or I might have paid it 20 times; but I was not credited with it till I had the order of the court.

Q. Then you did get the cash on that check?

A. I presume I got the money, or I would not have got the check marked cancelled.

Q. Is it not a little peculiar, when you put a check in bank, that they required you to write on it received the amount in full August 6, 1864? Was it not out of the course of business for a banker to require you to make such an endorsement on the check?

A. I am not certain but they required it in all cases where
1507 money was drawn out in confiscations. It strikes me they did require it.

Q. Then you presented both these checks, dated August 6th, one for $2,946.96 and the other for $1,890.15, on the same day to Clark, Gruber & Co.'s bank?

A. I think I did present them the same day.

Q. You think you drew out the sums of money that were designated by each check?

A. I either drew out the money or paid it to Mr. Hanks at the time I was entitled to and received the credit of those two checks. Whether I received it in money or by paying it over to another party I can't say. I know I received the value of each of them.

Q. You think it was the course of the bank on all checks presented there to have a receipt on the back to get the money out of this fund?

A. My impression is it was in my care as marshal, though I am not certain.

Q. Do you recollect the total expense of the April term, 1864?

A. I only recollect the total expense from the amount of this check. It is the exact total expense, as I remember.

Q. Do you recollect making a return to the Treasury Department at Washington of the amount of money that term cost?

1508 A. I have no doubt I did.

Q. Do you recollect the Government of the United States allowed you for expenses of the April term, 1864, out of the Treasury of the United States?

(Mr. English objected as not cross-examination and incompetent.)

A. I do not recollect what the United States did or did not allow me.

Q. If you should see a copy of your allowance, would you recollect that you got paid twice for the expenses of that term?

(Mr. English objected as before.)

A. It possibly might refresh my memory.

Q. State if you ever made such a report as this to the Department at Washington for the April term, 1864; (showing witness a paper marked H.)

(Mr. English objected as before.)

A. I have no doubt I did. I don't know that this is a copy. I have no doubt I made a report similar to this. I had to do it for every term.

Q. Then if you have been paid out of the Treasury for the April term 1864, and been paid out of the confiscation fund, you have been twice paid for the expenses of that term?

(Mr. English objected as before.)

1509 A. This does not state I have been paid.

Q. Do you say you have not been paid?

(Mr. English objected as before.)

A. I do not.

Q. Do you say you have been paid?

(Mr. English objected as before.)

A. I made out this account, or one similar to it.

Q. Do you say it was allowed and paid you?

(Mr. English objected as before.)

A. No, sir.

Q. What do you say?

(Mr. English objected as before.)

A. I say I have no doubt they did allow my account after deducting out for that term items disallowed and suspended.

Q. Will you add this up and state the amount of expense of the April term as you have there charged?

(Mr. English objected as before.)

A. This abstract of expenses for the April term, leaving out what was due the marshal for fees, $794.49, amounts to $1,851.29, which is about the same as was ordered paid out of the confiscation funds by Judge Delahay.

Q. What does it aggregate?

(Mr. English objected as before.)

A. $1,851.29, taking out what was due the marshal for serv-

1510 ices.

Q. Add them together, and state what the whole amount is.

(Mr. English objected as before.)

A. $2,558.73 is what the two items add, leaving out the suspended account.

Q. Don't those figures add up over $3,000 on that page?

(Mr. English objected as before.)

A. Yes, sir, on that page; but you asked me for the expenses of the April term.

Q. To what term does these other items belong?

(Mr. English objected as before.)

A. At some other term. They are suspended accounts. I don't know at what term.

Q. Look at the journal B, at the expenses of the April term, 1864, and see if it is the same account that was allowed by the Department, and for the same term.

(Mr. English objected as before.)

A. For grand jurors it is the same; for petit jurors it is the same; for

witnesses it is the same; for crier and bailiffs is the same. I presume the figures are the same. Other items in the account did not appear on the journals of the court, and never do.

Q. Add up from the journal the expenses of the April term claimed to have been paid by you.

1511 (Mr. English objected as before.)

A. I can't add up the expenses paid by me, because they don't appear.

Q. Add up what appears upon the journal.

(Mr. English objected as before.)

A. The total amount is $1,439.10.

Q. Embraced in the addition of what pages?

(Mr. English objected as before.)

A. Adding up the amount allowed grand jurors, petit jurors, witnesses, and crier of the court on pages 47, 48, & 49 of journal B.

Q. Why does journal B, showing the expenses of the term, your Exhibit G and Exhibit H, each show a different amount as expenses of the April term, 1864?

(Mr. English objected as before.)

A. It is very easily explained why they show different amounts. The record of the court, the journal in which the proceedings of the court are recorded by the clerk, you will find by reference in no case shows the amount allowed to the jailer for boarding prisoners, which is one heavy item of expense. In no case does it show the amount paid by the marshal to his deputies. In no case does it show the amount allowed the marshal for his own services. It simply shows the allowance of the amount of money to be paid to the jurors, witnesses, and to the

1512 crier of the court. In no other case does it show more than that. Those are some of the items it does not show. There are still other items it does not show. Every item allowed by the U. S. has to have a voucher, signed by the party entitled to the amount, and that voucher to be passed upon by the judge of the court, and afterwards made up into an abstract, and forwarded to Washington. Those vouchers and abstracts are the only papers that show the entire amount of money due the marshal, for which he is entitled to a credit. Contingent expenses is another item the journal never shows, covering a pretty large amount of expense, not only for each term but for the interval between one term and another. This accounts for the difference between this account exhibited to the Department and passed on by it, and the sum shown to be allowed by the court, and ordered to be paid on the passes named. In addition to that I account for the difference between these two accounts in this way: This account H shows the April term, 1863. It is carried over. These accounts were suspended, if this is a correct copy, and then there is the two per cent. on suspended accounts. These two items had nothing to do with the expenses of the April term

1513 of court, though they were property in my abstract at the time. I always took up the suspended accounts and carried them forward each time I presented them. Now for the difference between the account ordered to be paid by the court and the actual amount of expenses paid at the time. The court, I have no doubt, ordered me to pay all expenses except the marshal, which amounts to $704.44, and after subtracting that, I have an amount, within a few dollars, of the amount ordered to be paid by the court.

Q. State if, on Exhibit H, numbers 1, 2, 3, 4, 5, & 6 are not expenses of the April term, 1864.

(Mr. English objected as before.)

A. Numbers 1, 2, 3, 4, 5, 6, & 7 are for expenses for that term.

Q. Please add those items together, and let the examiner put down the aggregate sum of those expenses as shown by that exhibit.

(Mr. English objected as before.)

A. $2,555.79 is the sum total of expenses of that term, including what was due the marshal and contingent and all other matters of expense.

Q. State why you did not manage to put a check for the whole
1514 of the $2,555.79, in place of taking an order for $1,890.15, as shown by check of the 6th of August, marked "Exhibit E," and also by Exhibit G.

(Mr. English objected as before.)

A. I had not the making of the order, and I presume the court would not give me the order for more than that amount. The reasons, I suppose, are these: The difference between $1,890.15 and $2,555.29 is what was due the marshal for services, and the court declined to give an order for more than he was ordered to pay out at the time.

Q. Will you tell me which of the items, from one to 6 & 4, inclusive, are for marshal's services, if any?

(Mr. English objected as before.)

A. This marshal's abstract No. 4, $704.44. This last item has nothing to do with the April term.

Q. Taking the aggregate expenses of the April term, 1864, and deducting from it $704.44, which you say was marshal's fees, what would be the real balance of expenses of that term?

(Mr. English objected as before.)

A. If the statement marked "H" is a correct one, the entire amount is $2,555,79; marshal's fees off, would leave $1,851.35.

Q. Can you tell me when you did send to the Department at Washington the abstract of expenses for the April term, 1864?

1515 (Mr. English objected as before.)

A. I can't. I don't know what time.

Q. Did you have it before you the time you and Hanks were figuring in the mayor's office, August 6th, 1864?

(Mr. English objected as before.)

A. I think not.

Q. What did you have before you for the purpose of determining these amounts?

(Mr. English objected as before.)

A. I can't tell you what we did have. We had data sufficient to determine them, but what they were I can't tell at this time.

Q. State which numbers on Exhibit H show corresponding amounts with journal B.

(Mr. English objected as before.)

A. On the paper marked H, No. 1, grand jurors, $391.50; No. 2, petit jurors, $550.20; No. 3, witnesses, $342.10. These are the only items on this paper marked "H" that I recognize as being shown on the journal at the page referred to.

A. Add those three items up and see how they compare in amount with the addition of the journal pages, 47, 48, & 49.

(Mr. English objected as before.)

A. These three items when added up make $1,283.80. I notice, however, that the allowance for crier and bailiffs does not appear as
1516 a separate item on this paper H, and properly, as, under the regulations of the United States in making accounts, they are required to be carried into the expense of the marshal.

Q. You can't now add together any figures, from either the paper marked "H" or journal B, *soon* to make the amount prescisely $1,890.15.

(Mr. English objected as before.)

A. I can very easily add figures to make it. I have added up all the figures shown me, and I have shown within a very few dollars of the amount which was allowed me by that check for those expenses. There may have been a few, more or less, expenses made up at that time; the order was given me to pay during the term of court, and I presume I may have asked for a little more. I think I have accounted for it in a very reasonable manner.

Q. You can't say how you got these odd cents; these 15 cents?

(Mr. English objected as before.)

A. I answer that question as I did before, that it was as easy for a column to add up $1,850.15 as for a column to make just even $1,000.

Q. Then I understand you as having told us all you know of the manner of arriving at the matter of $1,890.15?

1517 (Mr. English objected as before.)

A. I believe I have. I believe I stated before I was satisfied it was made up of the allowance to grand jurors, petit jurors, witnesses, bailiffs, and criers of the court.

Q. I believe you testified when these two checks were made?

A. I think so.

Q. State which of these added together will make that amount.

(Mr. English objected as before.)

A. These items added together will make within a few dollars of that amount.

Q. Some $40 difference?

(Mr. English objected as before.)

A. I think there is in the neighborhood of that amount.

Q. That was not much in the settlement of a marshal's accounts.

(Mr. English objected as before.)

A. That was not a settlement. If it had been no such discrepancy would have occurred.

Q. What do you call it?

(Mr. English objected as before.)

A. It was for money advanced to me, or ordered to be advanced by the judge of the court, to pay part of the expenses of the court.

Q. Why did you write the closing words, "being for expenses

1518 of the April term of the U. S. district court; ordered paid out of this fund by Judge Delahay, & then have Judge Delahay sign it?

(Mr. English objected as before.)

A. I suppose the reason I wrote what has been read over was because the judge directed me to include that in the check at the time, before he would sign it.

Q. Can you tell now, any more than you could in your testimony before Mr. Stillings, when, where, and how these checks were given?

(Mr. English objected as before.)

A. I don't know that I can; I have no new light on the subject.

Q. State if, at the very time you say you were making a settlement in the mayor's office, August 6th, and taking these checks, you were not indebted to the U. S. Treasury in a large sum of money which had been drawn by you therefrom for the purpose of paying the expenses of the courts in Kansas.

(Mr. English objected as before.)

A. At the time I made this settlement with Mr. Hanks I accounted

to him for what money I had in confiscation cases. I accounted to him for fees and all. Then for what money was due me I received the proper vouchers.

1519 Q. Look at this paper marked "I," and state what you know about it.

(Mr. English objected as irrelevant and not cross examination.)

A. I don't know anything about that paper; I will say, however, at different times after I ceased to be marshal of the district I had statements sent me from the Controller's office at Washington, and I believe many of them showed a balance due from me of from $8,000 to $12,000 to the United States. That some time before the settlement of my accounts they carried suit to be brought against me in the district court of the State for some eight thousand seven hundred dollars. That in the mean time I was using all the efforts I could to settle my suspended accounts, and finally found I had used all the time I could without the suit proceeding to a hearing. I went to Washington and got what suspended accounts I could reach at that time allowed, closed up my business, and got an order on the district attorney for the district, on the payment of $700, I think. It was *was* within $100 or $150 of that sum, more or less, to enter satisfaction in full and dismiss the suit, which was done. I would say further, any person who has not

1520 had experience, gets that office and runs it for two years, it will be nothing strange to find $16,000 of accounts suspended and got into judgment and have to pay them and after that get the whole $16,000 allowed. I got, from three to five years after my accounts were settled, checks for larger or smaller amounts for suspended accounts that I was from time to time allowed by the different Departments. I don't know that this is a copy of any statement sent me.

Q. Look at these papers marked "J" and "K," and state if theyare the papers on which you got that suit dismissed.

(Mr. English objected as before.)

A. I presume so. I made my final settlement and got an order from the Solicitor of the Treasury for the dismissal of that suit, by a full settlement of my accounts, with the exception of my suspended accounts, which I failed then to get allowed, but which were afterwards allowed.

Q. Look at journal B, page 365, dated October 10, 1865, and state if that is not the entry of dismissal of your suit.

(Mr. English objected as before.)

A. It is; these papers, J and K, are not the papers on which the suit was dismissed. They are statements of account. The suit was

1521 dismissed before that time, and the case settled before that time. One of these papers is dated after the suit was dismissed. If my recollection serves me right, the Government after that time paid me very nearly what I paid it at that time, that is the $794. They kept paying me for some years after.

Q. In September, 1865, you admit that you owed the Government $794.91, and paid them that amount?

(Mr. English objected as before.)

A. I admit I paid it. I did not owe them that amount, and their own action afterwards proved I did not, because they paid me—four or five years after they paid me some. I paid them that money, and the marshal, according to their usage, would be compelled to pay it.

Q. Will you show us in any of these accounts with the Department at Washington where you charged yourself with that check for $1,890.15 which you say you got from the banking-house of Clark, Gruber & Co. on the 6th of August, 1864?

(Mr. English objected as before.)

A. I don't think I have the statement of account I received from Washington, and any paper shown me is not a detailed statement of my account.

1522 Q. Do you say you reported the amount of that check, $1,890.15, to the Department, and had it charged to you as public money; and, if so, when was it done?

(Mr. English objected as before.)

A. I did not say so, nor do I now say I reported it to Washington and had it charged to my account.

Q. What are the facts in relation to it?

(Mr. English objected, because that has been explained in the case before Mr. Stillings, and also explained here, and is not proper cross-examination.)

A. I stated before. The question seemed to imply that I had accounted for it, I say. I don't say now, nor did I ever say, I had embraced it in my accounts at Washington; neither did I embrace it. Had I done so, it would have been thrown out.

It was then ordered that this examination be adjourned till Monday next, at 12 o'clock m.

MONDAY, *Feb.* 24, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, the same as on Saturday last.

Not being ready to proceed, it is ordered that this examination
1523 be adjourned till to-morrow, at 12 o'clock m.

TUESDAY, *February* 25, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

Not being ready to proceed, it is ordered that this examination be adjourned till to-morrow, at 12 o'clock m.

WEDNESDAY, *Feb.* 26, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

Not being ready to proceed, it is ordered that this examination be adjourned till to-morrow, at 12 o'clock m.

THURSDAY, *Feb.* 27, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

Not being ready to proceed, it is ordered that this examination be adjourned till to-morrow, at 12 o'clock m.

FRIDAY, *Feb.* 28, 1873—12 o'clock m.

1524 This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

Not being ready to proceed, it is ordered that this examination be adjourned till to-morrow, at 2 o'clock m.

SATURDAY, *March* 1, 1873—12 o'clock m.

This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

The cross-examination of James L. McDowell was resumed, as follows:

Q. State if the expenses of the April term, 1864, were charged by you and reported by the Department at Washington, and you credited with the expenses of that term.

A. I have no doubt they were charged, and the papers forwarded to Washington and allowed.

Q. Did you get pay for expenses for the April term twice?

A. At the April term, 1864, of the United States district court I was directed by the judge of the court to pay $1,890\frac{15}{00}$ of the expenses of that term out of confiscation then in my hands, or in the hands or under the direction of the court, I then having made a requisition for money from the Government to pay the expenses of that term, which had
1525 not then been complied with, nor was not for a considerable time afterwards. The $1,890.15 which was advanced me out of confiscation-funds, the amount of that check, was for the purpose of paying jurors, witnesses, and, I think, bailiffs, but it was not given for the purpose of making a final settlement of that claim for myself as marshal, but only advanced for the purpose of paying those parties after they rendered their services, without compelling them to wait.

Q. Will you answer the question?

A. I state how at the time I got the $1,890.15, or whatever the check was; the reasons it was advanced to me—to pay a portion of the expenses. I had made a requisition, and afterwards received the money on that requisition to pay the full amount of the expenses of that term. I received the $1,890.15 from the district court for the purpose of paying a portion of the expenses. I afterwards received the money on the requisition to cover the entire expenses of that term from the United States.

Q. Will you say whether you received from the confiscation-fund and also from the Government money to cover the expenses of that term of court?

(Mr. English objected, because it is already answered.)

1526 A. I received from the confiscation-funds the loan of the check for $1,890.15, to pay a portion of the expenses of the April term, 1864. Afterwards, on settlement of my account, I was allowed a credit for the full amount of the expenses of that term, amounting to near $3,000, by the U. S. Government.

Q. Why, then, did you not return to the judge, or to Clark, Gruber & Co.'s bank, the amount you had borrowed from it?

A. I said in my answer just prior to this I afterwards received the full expenses of that term, except what was disallowed, which I would not be entitled to at any rate, from the United States. I don't recollect the length of time after, but I think it was about the time that I made the arrangement with the solicitor of the United States for the dismissal of the suit that was commenced against me in the district court of the United States for this State. Up to that time, up to the closing of my accounts, I was not allowed that amount, neither did I know what amount I would be allowed. It was a matter of controversy between the United States and myself in closing up my account. About that time, shortly before or shortly after, I claimed to have paid five
1527 hundred and ninety-seven dollars of that money to the then clerk of the U. S. district court, Mr. Hanks. About that time, I don't remember the date, but near that time, action was commenced against myself and all other officers of the United States district court, not only for that amount, but for the entire amount of money which came into our hands by Edward S. Brown; which action in various forms has

been continued up to and is continued at the present time. This covers the question, as far as I understand it.

Q. Can you answer the question which I asked you?

A. I have answered the question.

(Mr. Green objected that this is not an answer, and insisted on a more explicit answer to the question.)

Q. Did you pay that $1,890.15, which you say you borrowed from the confiscation-fund to pay the expenses of the April term, back into the bank or to the judge?

A. I claim that I paid, as per receipt *receipt* of C. J. Hanks, that amount as clerk of the U. S. district court. I was in the habit of paying to him the principal part of the confiscation-money I received. The reason' given in the last answer above are the reasons why I did not pay any more of it.

Q. Then you do admit owing some money?

1528 A. I don't admit I owe any. It is a matter of litigation to show whether I do or not, and has been ever since that time.

(Mr. English objected to the question and answer as incompetent, irrelevant, and immaterial.)

Q. In your Exhibit G you have said that $1,000 had been allowed at the April term, and was in the hands of Mr. Hanks, for services in confiscation-cases. State, if you can, for what services in the April term that allowance of $1,000 was made?

A. If I had the fee-bill then rendered, or bill of costs for services due as marshal, I could give an intelligent answer to the question. I can only say it was for marshal's fees, printer's fees, and such other services rendered by the marshal or required to be procured by him as similar allowances were made on when presented to the court.

Q. Embracing what period of your term of service did that $1,000 cover?

A. I say again, had I the papers I could give an intelligent and definite answer to the question. I can only say it was for fees due me as marshal.

Q. Will you state what services you rendered in confiscation-cases from the 1st of January, 1864, up to the April term, when that

1529 $1,000 allowance was made you?

A. I am not able to say what services. I rendered a great many services in that time. I will say, however, that at no period between two terms of court, when at a term of court I received an allowance, did that period cover all the services rendered for which the allowance was had. When a case was completed, and a term of court followed, it was always allowed. If the case was dismissed it was allowed. Sometimes it run over two or three terms of court, and at others it would cover any part of the space.

Q. You think that $1,000 was for services in some particular confiscation-cases, including the whole period from the institution of these cases up to the April term, 1864?

A. I have no doubt it was in particular confiscation-cases, and part of them, probably, running the entire term. Neither have I any doubt that part of them may have occurred between the December and April terms.

Q. There is no record of that $1,000 allowance?

A. Not that I know of. There was a record, but I don't know what has become of it.

Q. What do you mean when you say there has been a record?

A. I mean to say I made a fee-bill similar to the copy marked

1530 "F," and presented it to the judge of the district court, asking its allowance; and after its allowance it went into the hands of the clerk of the district court.

Q. Can you tell about what time you gave the judge that paper for the even $1,000, in the April term, which you speak of, that you can't find?

A. I can only say it was during the April term of court, 1864.

Q. Did not Mr. Osborn qualify, and was he not marshall during the April term, 1864?

A. He may have qualified during the April term, because it run away on, I can't tell to what time, but I think to some time in May. I know that during the term there were jurors, witnesses, deputies, &c., employed, and that I, at his request, he not wishing to run that term, did act as marshal. He was appointed, and, I suppose, executed a bond. But it did not proceed so far as to supercede me.

Q. It was while you were acting for him you think this $1,000 claim was made to the judge?

A. I did not say I was acting for him; I could not if I wished. I was acting as marshal of the United States for the district of Kansas.

1531 I did not desire to continue acting when my successor had been appointed, but he was not qualified during the principal part of that term. It was when I was marshal I presented that claim.

Q. Look at Journal B, page 35, at the affidavit, bond, and oath of Thomas A. Osborn, so you can see, and state when he became marshal, and whether you acted after that time.

A. I did not act after he was qualified.

Q. Did you act after that date?

A. I did not. I did not give those dates, because I could not remember them.

Q. You have said that the term of court run on a long time after April. Will you state when it did close?

A. I did not say a long time after April. I said my impression was it run into May, how long I did not say, because I could not remember dates.

Q. You say after the 2d day of May you did not act as marshal?

A. I did not, because the record shows that Mr. Osborn was marshal, and I could not. I can't remember dates without the record.

Q. Look at the same record, page 47, and state when the April term closed, if you can.

A. The April term closed on the 23d of April, as I find on examination of the record.

1532 Q. Will you state when you paid the various persons whose names appear on Journal B, on pages 47, 48, & 49, the fees allowed them by the court as witnesses, jurors, &c.?

A. I think I paid them at the time the court closed.

Q. State if Joshua Knowles was not paid out of the fund in Clark, Gruber & Co.'s bank.

A. I think he was not.

Q. Were any of these persons paid by check on Clark, Gruber & Co.'s bank?

A. I can't recollect. If any of them were, they were paid by checks of my own, on my own funds, as marshal. I don't recollect paying any of them in that way, though I may have paid them in that way.

Q. When were they paid?

A. At the time the term closed, the 23d of April, 1864.

Q. Why, if those men were paid on the 23d of April, 1864, did you

find it necessary, on the 6th of August, 1864, again to draw money from the bank to pay these same men who had been paid three months before?

A. I did not say that I had once before the 6th of August drawn the money from the bank, as implied by the question asked. There is a difference between paying them out of my own funds and out of the funds of the United States. My requisition for funds had not
1533 been answered by the United States. The money was due me for money I had paid those witnesses. I did not draw it the 2d time. I drew it but once.

Q. Will you look at those pages, 47, 48, & 49, or any other pages containing expenses of the April term, and from that journal show me how you made up that $1,890.15, which you say were the expenses of that term?

A. I don't say that $1,890.15 were all the expenses of that term. I say, emphatically, they were part of the expenses of that term. I say now, as I did in an answer to a former question, the pay of grand jurors, petit jurors, and witnesses on behalf of the United States, and of criers and bailiffs, amount to within a trifle of that amount; within, I believe, the neighborhood of $40. I suppose there were a few other items that had to be paid which would make up the difference between $1,850 & $1,890. As I explained in a former answer, neither $1,850 nor $1,890 anything like covered the entire expenses. They were expenses, and the expenses, but not the entire expenses of the April term, 1864. The entire expenses were near $3,000, for which I was liable, and which I paid as marshal.

Q. Can you tell me how you managed to get the precise sum of $1,890.15 as any part of the expenses of the April term, 1864?
1534 (Mr. English objected, because already answered three or four times.)

A. I have answered and shown where nearly the entire amount of $1,890.15 was made up of, and I suppose it was made up from a few other items; possibly contingent expenses. I am not able to say; very probably it was. It may have been for rent of court-room, or any of half a dozen items of contingent expenses, which had to be paid at the end of the term of court. What it was I could not say, because there were no other expenses of a term of court that are here shown that are made part of the record.

Q. Does your recollection serve you as to whether it was before the close of the April term, 1864, you presented the paper for the $1,000 to Judge Delahay?

A. It was before the close.

Q. About what time in the term was it?

A. I am not able to state.

Q. Can you tell what time the term commenced?

A. By reference to the journal, I see it commenced on the 12th of April, 1864.

Q. Were you in attendance on the court from the opening till the close of that term?

A. I think I was. If my recollection serves me right, I was.
1535 Q. Every day?

A. I think so.

Q. Did you serve any process between the 12th of April and the close of that term?

A. I am not able to say whether I did or not; most likely I did.

Q. Look at the confiscation-papers that lay before you, and find in what cases you find any such papers.

A. I can't answer the question till I examine all the papers, which I will proceed to do, and will be ready to answer the question definitely by about 2 o'clock p. m. Monday next.

(Mr. English then moved for an adjournment, to enable the witness to examine all the papers referred to him.)

Whereupon it is ordered that this examination be adjourned till Monday next at 1 o'clock p. m.

MONDAY, *March 3d*, 1873—1 o'clock p. m.

This examination was resumed pursuant to adjournment.

Present: The same as on Saturday.

Not being prepared to proceed, it is ordered that this examination be adjourned till to-morrow at 10 o'clock a. m.

1536 TUESDAY, *March 4th*, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present: The same as on yesterday.

The cross-examination of Mr. McDowell was resumed.

The witness proceeded to answer the last question propounded to him, as follows:

I have looked these papers over—the confiscation papers referred to. I can't say how many services were made between those dates, but I find a very large number of writs that were returned after the 12th of April and between that and the 25th day of May. The date of service, as asked for, I could not give from reference to these papers. I could give the date of the returns, because they are marked filed by the clerk on the date of their return.

Q. Did not the returns made by the marshal show when they were served?

A. I think in some cases they do; in others they do not. I think most of the returns show the date of service; but all the writs show the date of their return into court by the endorsement of the clerk.

1537 Q. You asked for time to answer this question. Can you not state in what cases you rendered services between the 12th day of April, 1864, and the 2nd day of May, 1864. It has been now two days since you requested time.

A. Constructively I rendered the services in each case in which the writ was not returned. I could not say—take up these writs and take up the items of service. I don't know that I could give the date from the writ on which a single service was performed. The point I suppose the party wishes me to answer is, when these costs were taxed, or when I rendered the service for which these costs were taxed. I rendered those services when the writs were returned to the court. The court has no knowledge of the service before the writ goes to it. I made a list as I went over, and I think I got most of the writs—a list of the dates of the returns and of all the writs returned after the 12th of April, 1864. I made a memorandum of them. I find the writs with these amounts of costs returned after the 12th day of April and between the 25th day of May, 1864.

(The memorandum was then handed to the examiner, and is attached hereto, marked "L.")

I would add, these returns were made at the May term of the 1538 court. The services for which these costs were taxed were not

charged before this time in any tax-bill, because the writs were not returned before this May term of the circuit court. These writs were the last writs by me returned. They were the closing up all the writs that were in my hands. They were returned after I had made up my final account for costs against the United States. There were a large number of them. I have no doubt I had many of them ready several days before that time. Perhaps I had some of them ready on the 12th of April. They were all returned between the 12th of April and the 25th of May. I say the court could not know from the writs, officially, that I had rendered the services till the writs were returned. I do not mean to say by that that I had not taxed my costs to the court on these writs before that time, and presented my bill for allowance for these same costs at a term of the court. I believe that is all I wish to add to my answer.

Q. Do I understand you to say that you made returns into court as late as the 25th day of May, 1864, and after Tom Osborne had been installed by giving bond and taking an oath on the 2d day of May?

A. My writs are marked filed by the clerk on that day.

1539 Q. You claim nothing, nor does the law allow you anything, as I understand it, for services which the clerk rendered in marking your writs filed, do you?

A. I do not claim anything for services rendered by the clerk.

Q. What *de*structive services did you render at the time you say the clerk marked them filed?

A. I returned the writs into court. I give the date of the 25th of May as the date of filing by the clerk, because they bear that date. Whether I returned them on that day, or on the 1st, or on the 10th day of May, I can't say. I give the arbitrary date, 25th of May, because they are marked filed by the clerk on that day.

Q. I will ask you to state if, in the Todd, Merchant, & Rothwell cases, and other debtors of Edward S. Brown, the writs did not command you to make return before any such period as April or May?

(Mr. English objected, because the writs should show what the command was.)

A. I believe the writs generally commanded that return be made within 60 days.

1540 Q. Did you hold those writs in your possession, and refuse to deliver them to the clerk for file-marks, in disobedience of the command of the writ, after the time they should be returned till the 25th of May, 1864, after your term of office expired?

(Mr. English objected, as incompetent, irrelevant, and immaterial.)

A. I did not refuse to obey the command of the court. I may have failed, I suppose I did, to return the writs in these cases within 60 days, and possibly a number of others within that last period of 60 days. It was at the close of my term of marshal. It was at the close of two terms of court. It was when I was beginning to close up my business as marshal, when I had a very large number of writs on hand, and when I was returning them from day to day; and I have no doubt but a large number of them run over the 60 days, though possibly not so long as the time endorsed on them by the clerk; yet that I can't say, as his date is official and arbitrary.

Q. State if this Todd money, which you have stated here, and which you have charged, was not paid you by W. S. Van Doren for W. S. Yohe, who was then the owner of the land, and if you did not give

1541 your receipt to W. S. Van Doren for the principal sum due from

Todd to Brown, and all costs that had been made in the case; and when was it you got the money?

(Mr. English objected, unless the receipt is produced, and as immaterial.)

A. From memory I am not able to answer the question either yea or nay.

Q. Was not the Merchant debt paid to you, principal, interest, and costs; and when was it paid?

A. From memory I cannot answer the question either yea or nay. Whatever money is shown made on that writ, I have no doubt was made on it.

Q. Was not the Beeson debt, from mis-discription in the warrant and information, so defective that you never made a conveyance to the purchaser of that land, after having received $400 or $500 on it?

(Mr. English objected, because the records will show.)

A. I know nothing about the discription in the warrant or information being defective, because neither of those instruments were part of my duties, and from memory I can't say whether I did or did not execute a deed. I doubtless did what was directed by the court. What that was I don't remember.

1542 Q. Look at your returns on the Merchant order of sale, and state from whom you received the $441; from whose hands you got the money.

A. I may have received it from Mr. Merchant, or I may have received it from some agent of his. Who the party was I can't say. Constructively, it was Mr. Merchant.

Q. Did you not receive, in addition to that amount, $43.11, and execute your receipt therefor?

A. I don't know that I did; I may have. I don't think I did.

Q. Why did you not get the costs which were ordered to be paid by those parties, if they failed to pay before the issue of that paper, in obedience to the order of the court and the command in the writ?

A. I suppose it was by direction of the court, if I did not. I don't remember getting it in any case, though I may have done it. I judge by the return I did not.

A. I will call your attention again to the same return, and ask why, when on your return—you say on your return the money was paid the 9th of January, 1864, the writ showing the principal sum was $420, and you say you received $441, which was interest—why did you not get the $43.11 costs which was made after the order of the court direct-

1543 ing that debtors pay all costs that accrued by virtue of issuing orders of sale.

(Mr. English objected, because that was a matter for adjudication in court when the return was made.)

A. I can't say what was the particular reason at this time for returning this writ without collecting the costs. In a great many instances in these Brown cases, as well as in others, writs were returned where we were commanded to make the principal, interests, and costs without any sale, and without making any part of the money. Then, in the Brown cases particularly, they were returned with part of the principal money made. I think there were several of them where writs were returned, if I am not mistaken, three times, and possibly a portion paid on each of them. I am pressed to give an answer why the costs were not made at that time. I give that as one reason. I presume parties were not able to pay at that time more than the principal and the interest, though the marshal was commanded to make the principal, interest, and costs. In

cases of that kind the officer', without contempt of court, used their own discretion in returning writs without any principal, interests, or costs, or with the principal, or with the principal and interest, without
1544 costs. It then left the matter discretionary with the court to consider it a full satisfaction or order another writ to collect the costs. I will add this: the court was not stringent; on the contrary, rather lenient, and ordered the marshal not to unnecessarily harass and oppress debtors in making that money.

Q. Then you mean to say that Judge Delahay told you, after the writs were issued on a judgment rendered by Judge Williams, not to collect the money if it distressed anybody or obliged the sale of any land?

(Mr. English objected, as immaterial, irrelevant, and impertinent.)

A. I don't mean to say that Judge Delahay instructed me not to sell lands on orders of sale. I mean to say that Judge Williams, in the first place, before the issuance of these writs, directed the marshal to use his discretion and not unnecessarily harass the debtors, and Judge Delahay followed his instructions after his succeeding to the bench, but without these instructions it is customary for the marshal to use his discretion.

Q. Then it was Judge Williams who told you to do that, as a court?

A. I have answered the question, I believe, as fully as I can, in my two former answers.

Q. State if Judge Williams was not dead two months before
1545 this writ issued and came to your hands, and how could he give an order after he was dead?

(Mr. English objected, because this witness has not testified in reference to this particular writ, and therefore the question is impertinent.)

A. I don't remember the date of Judge Williams' death. I know he was dead before the appointment of Judge Delahay. I don't say the particular instructions which I have referred to. not the instructions which counsel refer to, were given on this particular writ. I stated these general instructions were always given by Judge Williams and Judge Delahay.

Q. State if there was a single writ issued for the sale of property in confiscation-cases before December, 1863, and if Judge Williams had not then been dead two months before any writ in any case issued, and how he could give instructions in the matter before any writs issued.

A. These were writs issued and money made before December, 1863, in confiscation-cases.

Q. State what orders of sale were issued in cases 140 and 141 before December, 1863.

A. I don't think there were any in 140 and 141 before the last
1546 of November or the beginning of December, after Judge Delahay assumed the bench.

Q. What orders of sale were issued in other cases before that?

A. I don't remember the names or the numbers of the cases. I know there were a number of orders of sale before that date.

Q. I will call your attention to the order of sale in the Todd case, and state if you collected any of that $700 ordered to be made on that writ; and if so, of whom, what amount, and why you did not make return on it or any other writ, and why you kept it in your pocket till the 25th day of May, 1864? If this is not the writ, look at the papers and state what writ was filed on the 25th day of May.

A. The writ handed me was issued December 7, 1863, and is marked filed by the clerk January 3, 1864, at which date I suppose it was returned, if not sooner. It is endorsed, received this writ December 4th,

1863, and returned the same January 3d, 1864, and asked for an alias writ.

Q. Here is another one, bearing date January 4, 1864. State of whom you received the money, and if your return shows correctly what you did receive, and whether you received $33.25 costs.

1547 A. I received $550 on this writ, either from the defendant Todd or some person representing him. I did not receive $33.25 costs. The $550 was a partial payment of the judgment, which I was commanded by the writ to collect.

Q. Why did you not collect $700 and interest?

A. I presume it was a matter of discretion at the time; that he begged for time; that I believed the interests of the United States would not be damaged, and I returned the writ, leaving the matter subject to the order of the court.

Q. State if you did not receive the amount due from Todd in confiscation proceedings from W. S. Vandoren, and if you did not receive more than $550?

(Mr. English objected because the records will show.)

A. I am not able to say whether I received it from Mr. Vandoren or from Mr. Todd himself, or from some other person representing him. I don't recollect of any discrepancy between the return and the amount of money received. If there is, it is an unintentional error, and one of which I had no knowledge.

1548 Q. What services in the Todd case did you render after receiving the $550, and after the 12th of April, 1864?

(Mr. English objected, because the records will show the service.)

A. The records will show what service I performed.

Q. Will the records show the amount of money you collected in the Todd case?

A. I think they will.

Q. I call your attention to Mr. Stillings' report, in which he omits to charge you with any money received from James B. Beeson. State what you did with the money you received from the Beeson sale, which you say on your return was $400; state from whom you received it and what you did with it.

A. On the Beeson writ referred to, the following is a part of the return: "On the said 20th day of February, 1864, at the time and place mentioned in said notice, I offered the said real estate at public auction and sold the same to , he being the highest and best bidder therefor, as follows:" Here follows a description of the . "And sold to for sum per acre, $400." In the same case there

1549 is an order of sale issued on the 30th of April, 1869, directed to C. C. Whiting, marshal. He says he received the writ, advertised the land for sale, and received from James B. Beeson the sum of $91.65 for costs therein, and the further sum of $5,200 for principal, and the sum of $225 for interest to date, and returned the writ satisfied in full. I can answer the question by saying that I advertised the land as described, offered it for sale, and did sell it for the sum of $400. I can say, further, the money was not paid, and my return shows the name of no purchaser, and the purchaser must have failed to make his payment, and that I had no money to return to court, or any other property.

Q. State if you did not receive $500 from one McNamora, of Atchison, and execute to him your receipt for that sum, pursuant to the sale you claimed to have made by that return?

(Mr. English objected, unless the receipt is produced.)

A. I notice, in looking over an old memorandum, that in the Beeson case I did receive $400, and charged myself with it in my settlement with Mr. Hanks. Whether I received it on this writ, or some
1550 other writ, I can't say; but in the Beeson case I received $400 and accounted for it.

Q. Has this old memorandum you have produced been shown in this case?

A. It has not.

Q. Will you let Edward S. Brown or his attorney look at it?

A. I have no objection at all.

Q. Will you append this paper to this report as one of your exhibits?

(Mr. English objected, because it is a private memorandum, and, unexplained, is not proper matter for evidence.)

A. It is a copy of a memorandum, in whose handwriting I do not know, but I find it among my papers; whether correct or not I am not able to say. I have no objection to any proper use being made of it, but I have objections to its being filed as an official paper, or as a correct copy of any particular thing.

(Mr. English stated that so far as it relates to the Beeson matter it may go in evidence, but I object to it all as evidence, that being all the witness has had an opportunity to explain in regard to it.

The paper was then handed to the examiner, and is hereto appended, marked "M.")

1551 Q. How long has this paper marked "M" been in your possession or in the possession of your attorney, Mr. English?

A. I suppose it has been in my possession since some time in 1864, among a lot of old papers. I discovered it, I think, some time last week and handed it to Mr. English as my counsel, and told him if he deemed it of any importance in connection with this case, after giving him an explanation relative to the paper, to file it; and if he did not deem it of any importance, to use his own judgment and discretion in regard to it. When I asked to look at the memorandum I was not certain whether it was among the papers filed by Mr. English or not. Since being corrected by Mr. English, I believe I handed it to him at the same time I handed him the other, or a part of the other, papers filed in this examination.

Q. Was it before your examination commenced?

A. I thought it was not, but my counsel thinks it was, and perhaps it was.

Q. This paper was made where?

A. I am not able to say.

Q. When was it made?

1552 A. Neither am I able to say when.

Q. How was it made?

A. It was written with pen and ink, but in whose handwriting I am not able to say.

Q. Is your name in your own handwriting on it?

A. It is not.

Q. How came you by it if you don't know how, when, or for what it was made or by whom it was written?

A. I have a great many memorandums and papers that I can't say how I came by them. Whether it was made at my request, or was made by some other party and handed to me, I can't say; I found it among my papers.

Q. Is it in Mr. Hanks' handwriting?

A. I don't know.

Q. Do you know his handwriting?

A. I know his signature very well. I don't know that I ever saw any of his writing but his signature.

Q. State why, three or four days ago, when you were asked how this $1,890\frac{15}{100}$ was made up, you did not tell us then and refer us to these figures on this paper.

A. I did not know at that time that these figures were on this paper marked "M." I should have been very glad to have referred
1553 to it had I known that sum was there set out as clearly as I see it is.

Q. State if the amounts which go to make up this list of items—grand-jurors, petit-jurors, and witnesses—don't all differ from the records of the district court for the April term, 1864, and why you have taken an incorrect amount of money as due these persons for a basis of settlement allowed by the court?

(Mr. English objected, because the witness has not stated any more about it; nor does he pretend that it is a memorandum of his, nor that it is a basis of settlement; and because the records will show for themselves as to was the finding these and the estimates.)

A. I don't know that they do differ from the record of the district court. This is a memorandum, or purpor's to be a memorandum, of money paid to grand-jurors, petit-jurors, witnesses, *gaurds* at court and conveying prisoners, board and clothing and medical attendance to prisoners, and bailiffs and crier, and contingent expenses, making in all $1,890.15. In my answer, when asked what particular expenses of the court made up this sum of $1,890.15, I stated it was for money paid to grand-jurors, petit-jurors, witnesses, and, I suppose, crier of the
1554 court and bailiffs, and some other expenses that had to be paid in cash—contingent or other expenses—what, I could not say, because those were not a matter of record. Whether the amounts set down here as what I calculated for grand-jurors, petit-jurors, and witnesses are the same as are shown by the records of the court, or not, I am not able to say. The sum paid jurors, witnesses, and bailiffs are all in one sum, and not in separate sums.

Q. When and by whom were these pencil marks on the paper "M" made, and in whose handwriting?

A. I think the figures are my own; when they were made I am not able to say.

Q. For what were they made.

A. I can't state; I don't know whether in connection with this case or any other.

Q. Why did you preserve this memorandum if you did not know for what, or when, or why it was made?

A. I found this memorandum where I found the other papers referred to in my testimony—in an old trunk in the wood-house, which had some 3,000 or 4,000 papers, some running back to 1837. I gave it a thorough overhauling, and everything that had a figure on it in connection
1555 with this case I preserved.

Q. Did you find any records of the court in confiscation cases among those 3,000 or 4,000 old papers in your wood-house?

A. I found none of the records of the court in looking over that old trunk. I was not in *this* habit, nor do I have little enough *principal* to carry off the records of the U. S. district court or keep them in my wood-house. I, as all other business men, have a good many old papers. I am in the habit of preserving them. I looked over all my papers before destroying any of them.

Q. Were not the papers marked "G" and "M" prepared about the same time and with reference to the same settlement?

A. The paper marked "G" is in my own handwriting and dated August 6th, 1864. The paper marked "M" is not in my handwriting, bears no date, and does not purport to be a copy of the settlement of August 6, 1864. It may have been prepared about the same time or it may not; I can't tell whether it was or not.

Q. I believe you said you can't tell for what services that $1,000 purports to have been allowed, nor the $1,946.96?

1556 A. I said both were for fees for services rendered in confiscation cases.

Q. In your bills presented at the April term, 1864, or at the May term 1864, did they embrace all you claimed to be due you while you were in the office of marshal, in confiscation cases?

A. I don't think they did.

Q. What others?

A. I don't know what other amounts were allowed. I think I had an allowance at the October term, 1863, but what amount I can't say.

Q. Can you turn to the record showing the allowance for fees at the April term and the May term?

A. For the fees at the April term and the May term, and whatever fees may have been allowed me at the December term, 1863, I rendered bills of costs, which were passed upon by the judge and attested by the clerk, and were retained in the hands of the clerk of the U. S. district court, where of right they belonged, and where I have not been able to find them.

Q. What connection had services in the December term, 1863, and services in 1864, up to the time of your going out of office, with these two items in Exhibit G of $1,000 and $1,946.96; were the

1557 services of those three terms embraced in those two items?

A. The three terms were not embraced in those two items, though a part of the items going to make up that $1,000, and a part of the items going to make up the $1,946.46, may have run over the three terms at which services were rendered.

Q. How do you get three items?

A. The question implies it. It was before the December term, 1863, before the April term, 1864, and the May term, 1864.

Q. The circuit court had nothing to do in confiscation cases?

A. No, sir.

Q. What three terms did you embrace in your answer?

A. I want to answer the question intelligently. As counsel wishes to be critical, I embrace three terms. The confiscation cases commenced before April, 1864, and some of the items going to make up the 1,946.96 may have earned before the April term, 1864. I said in a former answer, the question mentioning three terms, it was for fees allowed at the October term, 1863.

Q. You think you had fees allowed at the October term, 1863; that was under Judge Williams?

1558 A. No sir; I believe Judge Delahay was in at the October term. Judge Williams died in the interim between the April and October, 1863.

Q. About what time did he die?

A. I am not able to say.

Q. You claim to have received an allowance at the April term, 1863, the October term, 1863, the December term, 1863, the April term, 1864, and the May term, 1864, do you not?

A. I do not.

Q. Which of those terms do you claim you had an allowance?

A. I claim I had an allowance at the October term, 1863, at the April term, 1864, and at the May term, 1864.

Q. Were your services greater in confiscation cases during 1863 or 1864?

A. I am not able to answer the question.

Q. State if you made return of your fees in confiscation cases to the Department in Washington on the 31st day of December, 1863.

A. I did not.

Q. Look at this paper, certified copy of return of fees and emoluments of James L. McDowell, marshal of the United States for
1559 the district of Kansas, from January 1st, 1863, to June 30th, 1863, and then from July 1st, 1863, to December 31st, 1863, and state if you are not mistaken in saying you made no claim for fees in confiscation cases during that year.

(Witness asked to have the former question read to him, which was done.)

A. I answered the question before the last that I did not. This is not a copy of return of fees to the Department at Washington; it is an emolument-return, which the marshal was required to make every six months, of the entire amount of money earned by him during the six months. It is not a return for an allowance or a settlement with the Government. The question to be solved by it is whether the marshal's fees exceed $6,000, exclusive of what he pays his deputies. I do not consider it, nor does the Government consider it, a return of fees in any sense of the word, but simply an emolument-return. In making up these emolument-returns, the marshal tries, as near as he can, to show the fees earned by himself and deputies up to date at the end of the six months. It is as near correct, with regard to the amount of
1560 money earned up to that time, as he can ascertain from what returns he can get before him. But where his deputies are scattered all over the State, it is very frequently a good piece behind in showing the amount of business transacted by himself and deputies up to that date. I find the emolument-return, running from January 1st to June 30th, 1863, shows that at that time the marshal had earned $910.21 in confiscation cases, and one deputy had earned $404.20 and not received, and the next emolument-return don't say anything about moneys in confiscation cases earned and not received. That goes to show the amount of fees received and earned. Neither does it show any confiscation fees earned and not received by deputies. I would say further, it is not a settlement or statement of account with the Government, but simply to establish the fact *but simply to establish the fact* whether the marshal has received more than $6,000 per annum. If he has, he is charged with the excess.

Q. Did you make the affidavit attached to the return of the 30th of June, 1863?

(Mr. English objected, because the paper should show.)

1561 A. I made the usual affidavit required by the Government to my emolument-returns, which are now on file in the Department at Washington. If this is a correct copy, then this is a copy of the affidavit I made.

Q. How did you manage to get the fees so small in the returns to the Government, and now claim you had earned so much?

(Mr. English objected as incompetent, irrelevant, and immaterial.)

A. I don't think I have made any statement in my evidence in conflict

with my emolument-returns. I will make this addition to that statement: the fee-bills which I have alluded to as being allowed me in confiscation cases cover all moneys earned by deputies, all money paid to appraisers, all money paid to printers, and covers all this gross sum represented here as earned in my emolument-returns, and do not show any credits for expenses which were paid out, and which the marshal was entitled to receive on his emolument-returns.

Q. Your return shows the amount earned by deputies, does it not?

A. Yes, sir.

Q. How much of the fees earned in those cases returned to Washington arose from the performance of duties in other than con-

1562 fiscation cases?

A. I am not able to say.

Q. This first item on the second page—what does it embrace?

A. I suppose it embraces everything for myself.

Q. Here is fees in the circuit court; was that in confiscation cases?

A. No, sir.

Q. Were the next, $100.22?

A. It seems not, because it is marked from individuals.

Q. Then the entire return on the emolument-papers from the circuit court were not from confiscation cases?

A. I presume not. I don't know what the $13.92 is for; it is some special service.

Q. Are services in any other item than the first for services in confiscation cases?

A. This $1,799 includes all money earned by the marshal in the district court for the 6 months, except the $13.92, the $66.35, and the $200, salary, which includes both the district and circuit courts.

Q. Will you state how much of that $1,799.90 were for services in confiscation cases?

A. It would be impossible for me to say.

Q. How do you know any of it arose from confiscation cases?

1563 A. I don't know whether it did or not. I presume it did. I was not required in my return to discriminate.

Q. Why did you discriminate in the first return, ending June 30, 1863, between confiscation fees and fees in other cases?

A. I am not able to say why I did. I notice, if this is a correct copy, I did in two instances.

Q. Why did you not make in the second one, ending 31st December, 1863, as you had done, cover the amount due in confiscation cases?

A. If this is a correct copy I can't say why I did not. I presume in both instances the returns were in accordance with law.

Q. State if before the 30th of June, 1863, you had not rendered all the services you did render in cases 140 & 141 prior to December, when the orders of sale were issued?

A. I am not able to say. I know I had served several writs before that time, in these as well as in other cases.

Q. Can you tell how you made up the item of $910.21 as fees in confiscation cases?

A. I can only say I made it up from writs then returned and

1564 fees then due me. It would be impossible from memory to give the details of an emolument-return 10 or 12 years after it was made, when it is made up of a hundred different items.

Q. State how you ascertained the amount due J. H. Ortman for fees in confiscation cases to be $404.20; due Carmichael, $231.20; W. P.

Miller, $58.10; and W. R. Dutton, $28.20; and if those sums are not embraced in the $910.21 first above referred to?

A. Those amounts are embraced in the $910.21. I presume I made up the amount and ascertained what it was from writs returned by different deputies to me before that time.

Q. Do you mean you ascertained it from their returns of fees and mileage made on the back of the process they served, or how did you make it up?

A. I presume I made it up from accounts kept by those deputies, and the amounts I was satisfied were correct. How I made it up I am not able to say now, nor what data I had before me. As I said before, in making up emolument-returns we made them to embrace, as near
1565 as could then be ascertained, the amount of fees earned up to that time.

Q. Take the papers and records, and show us what amount of fees you were entitled to receive from the 1st of January, 1864, up to the time you went out of office.

(Mr. English objected, because the records are just as open to the other side as to the witness, and because it will involve 2 or 3 days' search, and the time for this examination is fast expiring, and will prevent the completion of the cross-examination of this witness and the introduction of other testimony.)

A. I don't decline to answer any reasonable question, nor have I since my examination commenced. Counsel themselves know they have so found their questions as, if possible, to put them in such shape that I would say I declined to answer them. I will answer and assever them intelligibly when I have time enough to prepare an intelligent answer; how much time it will take I am unable to say. I have devoted three weeks' time constantly to this examination, and I presume, from the shape and manner in which they have conducted it, they expect
1566 to make me devote three weeks more. I shall answer the question intelligibly as soon as I can do it.

(Mr. English then, in behalf of Thomas A. Osborn, offered in evidence five receipts, signed by C. J. Hanks, clerk of the U. S. district court, which are the originals, the copies of which are attached to Mr. Stillings' report in the testimony of T. A. Osborn, and which are attached hereto, marked "1, 2, 3, 4, & 5.")

(Mr. Green objected, because the cross-examination of the witness on the stand is not closed; because it is an effort to interfere therewith; because those receipts are not proven to be in the handwriting of Hanks; not that a dollar of money passed at the making of them; because we insist that Hanks shall be produced to swear to what he has done and account for these papers, when we can have the benefit of a cross-examination, and insist that the cross-examination of Mr. McDowell be proceeded with.)

A. M. Clark then appeared for a continuation of his cross-examination.

The examiner stated that he had searched among the papers sent him for the checks requested by Mr. Green, and he was unable to
1567 find them, nor have they been sent since Mr. Clark was on the stand before.

The cross-examination of Mr. Clark was then resumed, as follows:

Q. Have you the books of your bank showing the deposits and checks drawn on the fund deposited in the bank of Clark, Gruber & Co. by the court?

A. Yes, sir.

Q. Will you refer to your books of account and state how much money was to the credit of the district court on the 17th of December, 1864?

A. I don't know that I can without figuring a great deal. I can't tell it any better than anybody else. It is a matter of calculation.

Q. Will you examine and calculate it, and, after doing so, tell us the amount to the credit of the court on the 17th of December, 1864?

A. I will, if you give me time enough to do it.

(Mr. Helm objected to the witness answering the question till it is so framed as to refer to the copy of the bank-account attached to Mr. Stillings' report, and objected to the witness answering from the books,
1568 because the copy attached to Mr. Stillings' report is referred to in the order of the court.)

The witness resumed: There appears to be $16.85.

Q. State who appears to have drawn that $16.85 from the bank.

A. I can't tell you who drew it. The check seems to be drawn in the name of C. J. Hanks. I can't tell who drew the money by my books or in any other way. The books show the check was drawn payable to C. J. Hanks. They don't show who drew it or anything further. They merely show the check was made payable to C. J. Hanks.

Q. How long after that balance was drawn by Mr. Hanks before any other sum was put in the bank?

A. Not till January 6, 1866, of $265.

Q. Who drew that money out and at what date?

A. It seems to have been drawn out January 30th, 1866.

Q. Who drew it?

A. I can't tell that; the check for $265 was made payable to Thomas A. Osborn.

Q. Can you tell why the draft or check to Mr. Hanks for $16.85
1569 was changed from $40 down to the amount that was drawn, and when and where that change was made?

A. I can't state anything about it. I don't know whether there was a check made for $40 and marked down to $16.85 or not. It would be only guess-work if I knew there was a check for $40 changed to $16.85

Q. Have you not seen the checks on which that money was drawn?

A. I think I have seen most of them.

Q. Was not that one of the checks which was produced before Mr. Stillings?

A. It may be. I can't tell without referring to them. I don't remember.

Q. Are you in the habit of taking checks which have been altered from one amount to another after being signed?

(Mr. Helm objected as incompetent, irrelevant, and immaterial.)

A. As far as the bank was concerned, the check seemed to be all right; an alteration of that kind would not prevent us from paying it if we were satisfied it was a correct transaction. We might take time to inquire why it had been changed or we might not. We often have checks presented in which changes have been made, but if we are
1570 satisfied there was a' error and a change made, the mere fact of scratching would not necessarily be good cause for refusing to pay it; we have no custom about those things that I know of. Those things have to be governed more by the good sense of the teller than by any rule established.

Q. Have you any distinct recollection of the transactions of the 17th of December?

A. I have not.

Q. Have you any distinct recollection of it?

A. No; I don't know anything about that particular check. I have no recollection of my attention being called to it or of seeing it.

Q. Have you learned from either Delahay or Hanks anything about it since 1864—as to why it was changed?

A. I don't recollect hearing either of them say anything about it.

Q. Have you inquired?

A. No, sir.

Q. Did you know where the U. S. district court was held in 1863 and 1864?

A. As to any distinct recollection about it now, I can't say I did, though I presume I did.

Q. You knew there was such a court in the State?

1571 A. As for knowing it, I can't say I knew it, because I was not in the court during that time.

Q. Were you ever in, or knew of the district court holding, any session of the court in Leavenworth; or when did you hear of its being held?

A. I don't know that they ever held any in Leavenworth; I only know I heard persons talk about the district court being held in Topeka. I don't know that I was there during that time.

Q. Why, if you heard persons say the court was held at Topeka, did you pay a check drawn and dated at Leavenworth?

A. I don't know that I can give you any reason for paying them dated at Leavenworth. I don't know that it was a matter that came under our notice at that time.

Q. You say you were familiar with all the affairs of the bank during that time and attended to it yourself, did you not, in your examination?

A. I don't think I said I attended to the affairs of the bank.

Q. What did you say on that subject?

A. I don't know; my testimony is here. I don't remember just the language.

Q. Can you tell the custom when a check was presented, pay-

1572 able to a man or bearer, or to a man or order—what you do when it is presented and you receive it?

A. We pay it if properly drawn and if there is money there to pay it with.

Q. Do you regard the check as sufficient evidence of having paid the money out?

A. Yes, sir. If drawn to order, it should be endorsed by the party to whose order it is drawn. If drawn to bearer, we pay it without endorsement.

Q. How long have you been in the banking business?

A. I believe since 1859.

Q. I will call your attention to two papers, marked "D & E," dated August 6, 1864, purporting to be checks on your bank payable to James L. McDowell, and ask you why, if the check alone, payable to a party or bearer, is a sufficient voucher, you took Mr. McDowell's receipt on the back of these checks?

(Mr. Helm objected till the witness is asked whether he did or did not take the receipt of Mr. McDowell, there being nothing to show he did take the receipt of Mr. McDowell on their back.)

A. In the first place, I will answer you by saying I don't know

1573 whether the bank required Mr. McDowell to give a receipt or whether he put it on voluntarily of his own accord. These checks seem to have been drawn to J. L. McDowell without "order" being on

them; in that case it seems the bank would treat them as checks payable to order, requiring his name on the back, but I don't see why they would require his receipt. The name on the back is a blank endorsement.

Q. Did you know anything about a settlement, about the 6th of August, between McDowell and Hanks?

A. I did not.

Q. Did you hear anything on the subject?

A. Not that I remember.

Q. Neither then or since?

A. I think not.

Q. You recognize the handwriting as that of Mr. McDowell?

A. I think it is his handwriting. I am not sure about the receipt, but I think the signature is his.

Q. You are one of his sureties on his marshal's bond, are you not?

A. I have heard I was. I have not seen the bond. I remember going on Mr. McDowell's bond for something, but I have not seen it
1574 since. As far as my own knowledge goes, I don't know what bond it was from recollection. I understand it was his official bond, but I know it more from hearsay than recollection.

Q. Some of the checks which you have paid appear to have the seal of the court on them, and others do not; state why they were paid without any seal, under your view of the case.

A. I can give no reason. I don't know whether they should have a seal on or not. I don't suppose it would make any difference with the teller whether there was a seal or not, but would pay them when signed by the judge and attested by the clerk.

Q. Were you acting as paying-teller at the time these particular checks of the 6th of August were presented, or have you any recollection of the fact that they did come in the bank?

A. I don't think I was paying-teller. I never acted as paying-teller a great deal of the time.

Q. You know nothing about when those checks were brought in the bank?

A. No, sir; I can't tell anything from recollection, only what is on the books.

Q. I thought you said you were pretty familiar with the business?

1575 A. I was.

Q. You did not know when those checks were presented?

A. I could not recollect, several years after the circumstance, of checks coming in, if I was paying-teller at the time, and with nothing to call my attention to it particularly.

Q. Then you have no recollection about any of the money that was paid out in the matter, other than the books of the bank show?

A. I have no distinct recollection about any particular sum or any particular check that was paid.

Q. Do you recollect being sued about that time as security for McDowell?

A. I do not recollect that I was sued, nor do I recollect any service on me. I don't know I ever was sued, from any recollection I have now; yet I would not say service was not left there or served on me. I simply don't recollect receiving any such service.

Q. Is your memory defective so as to forget when you were sued for $7,000 or $8,000?

(Mr. Helm objected as incompetent, irrelevant, and immaterial.)

1576 A. I have not a very retentive memory. It is, perhaps, about like the average. I think it is very likely if I was sued for $7,000 or $8,000 I would recollect I was sued, but not recollect the day service was made on me.

Q. Do you recollect you were sued?

A. I do not recollect any service was made on me.

Q. The only thing connected with that money that you remember is the bringing it there by Mr. Morton and what was said there on that occasion?

A. I did not say that, I believe.

Q. State anything else you remember, except the fact that Mr. Morton came there and told you certain things in relation to your bank taking that money.

A. I don't know that I can state anything touching any particular item. If you direct my attention to any particular thing I can tell you whether I remember it.

Q. Don't you think it a little strange that you remember so distinctly the earlier facts connected with your bank holding that money, and then remember nothing of the subsequent facts?

A. I don't say I don't remember any subsequent facts.

1577 Q. Tell us anything you do remember of the subsequent facts.

A. If you can call my attention to what you want me to tell, I may do it. I think I might call to my mind anything that was connected with it with something to call my attention to it.

Q. Does your mind require to be jogged for everything you are expected to remember?

A. I am not very well versed in philosophy of the human intellect. There a good many theories on that subject.

Q. Are you the same A. M. Clark who was examined before Mr. Stillings?

A. I expect I am the same one. I was examined before Mr. Stillings.

Redirect examination by C. W. Helm:

Q. Do you know whether Mr. McDowell executed these receipts on those checks "D" and "E?"

A. I do not.

Q. Whose handwriting is the receipt—the body and the signature; are they not in the same handwriting?

A. They look to be the same handwriting. I take the signature

1578 to be Mr. McDowell's, though the body of the receipt is different from what I have seen him write other things.

Q. Then, on the whole, who would you take to be the man who wrote the body of the receipt and signed the name?

A. I think it is Mr. McDowell's.

Q. Are you as convinced he wrote the body as that it is his signature?

A. I am quite as convinced of one as the other.

Q. Do you know whether that receipt was given to you or to some one else?

A. No, sir; I don't know anything about it.

Q. Do you know whether Mr. McDowell brought the checks endorsed with that receipt or endorsed it afterwards with that receipt?

A. I can't tell that either.

Q. Did the teller of the bank, or the man who paid checks, other than members of the firm, have instructions to act just as you would have done if you were them?

(Mr. Green objected as incompetent.)

A. He was presumed to pay checks the same as we would pay them if we had been at the counter.

1579 Q. Was he authorized to pay checks in any other terms than those on which you were to pay them, and on which you have stated you were to pay them?

A. No, sir.

Q. Do you remember, when you testify as to the payment of checks, the payment of particular checks or the principles of business on which checks were paid?

A. The principles of business.

Q. Is that the only thing you can rely upon?

A. The particular check or particular item or thing we never charge our memory with.

Q. Do you ever vary from those principles?

(Mr. Green objected because the witness has not shown any particular set of principles.)

A. We don't usually vary from our regular rules.

Q. What are your regular rules?

A. We pay a man's check, when he has money there, to the extent of his money. We pay whoever brings a check; if it is a check to bearer we pay it without requiring an endorsement on it. If it was payable to order, and if the person's endorsement was on it to whom it was drawn, we pay it, usually requiring the person who received it to put his endorsement on it also, though sometimes that is not done.

1580 Q. If a party brings money to your bank or brought money to your bank at that time, and gave instructions as to how it was to be drawn out, what were the rules and principles under which you and your clerks and tellers allowed that money to be drawn out?

(Mr. Green objected, because it neither throws light on the subject nor is it competent or material or rebuttal.)

A. It was the custom and the rule of the bank to pay out money or deposit in the bank as directed when the deposit was received. We always regard the instructions of depositors as our guide for the manner in which we shall pay out the money, and continue in that way till the deposit is exhausted, unless we are instructed differently.

Q. You have testified as to the terms and conditions on which the first deposit made by Mr. Morton was made in the bank; has there been any change in the terms and conditions on which the money was deposited since that time?

A. There never was, that I ever knew or heard of; it was all paid out the same way.

1581 Q. Did you take notice, as the senior member of the firm of Clark, Gruber & Co., of the terms and conditions on which Mr. Morton deposited that sum of $2,080?

(Mr. Green objected, as having been gone over once.)

A. Yes, sir.

Q. If the terms and conditions on which the money of the district court of the United States deposited with you had been changed since the time that Mr. Morton made his first deposit referred to, would you have known of that change?

A. I should have known of it, and should have acted according to whatever the change was for the remainder of the deposit.

Q. Did you or any of your firm give bond to the district court or any of its officers for the money received by you as money of the district court?

A. I never did; nor did the firm or any of them.

Recross-examination by H. T. Green:

Q. You have said in your examination that you had read law. Will you state if you learned what a court was composed of?

(Mr. Helm objected, as incompetent, irrelevant, and immaterial.)

1582 A. It is a very hard matter for me to tell what I did learn. I have forgotten a great deal I learned. I knew, perhaps, at one time.

A. M. CLARK.

M. E. CLARK, being by me duly cautioned and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, deposed in his own behalf as follows, to wit:

Q. Of what firm are you a member?
A. Clark & Co., bankers.
Q. Who compose that firm?
A. A. M. and M. E. Clark.
Q. Were you a member of the firm of Clark, Gruber & Co.?
A. Yes, sir.
Q. Were you in November, 1863?
A. Yes, sir.
Q. Were you in November, 1864?
A. Yes, sir.
Q. Do you remember of that firm, or any member of it, in November, 1863, having received any money belonging to the U. S. district court for the district of Kansas?
A. No, sir. I was in Denver, in 1863.
Q. What time did you return from Denver?

1583 A. I was not in Denver the whole year. I came to Leavenworth in August, 1863, and went on East.

Q. When did you return to the banking firm?
A. About the 1st of January, 1864.
Q. Do you remember anything about an account kept in that bank by the district court of the U. S. for the district of Kansas?
A. I don't now remember the account only as I see it on the books.
Q. Is that the amount of money that was put in the bank? (Showing witness the copy of the bank attached to Mr. Stillings' report.)
A. That is what it appears.
Q. Do you remember any item?
A. No, sir.
Q. Do you remember the manner in which the money was drawn out of the bank?
A. I don't remember anything at all about it.
Q. Did you ever have any instructions from any party whatever as to the manner in which that money should be drawn out?
A. No; I never had any.
Q. Did you ever pay any checks?

1584 A. I never paid any of those checks that I remember.

Q. Did you ever have any rule in admiralty or notice of the court served on you?
A. I never did.
Q. Were you ever served with any notice of the fact of the bank of which you were had been made the depository of the funds of the district court?
A. I never had any notice.
Q. Was Mr. Gruber a member of the firm at that time?

A. He was.
Q. Did you ever talk with him about it?
A. I never did; I never heard him say.
Q. Did you ever talk to your brother about it?
A. I never did.
Q. Who was the chief manager of the bank at the time that fund was deposited there?
A. Part of the time Mr. Gruber was, and my brother. I never had at that time.
Q. Who was the chief party in interest in the bank—the one who gave it the most attention?
A. Of the firm of Clark, Gruber & Co., Mr. Gruber gave it more attention. He really had the supervision over the bank, and gave it
1585 his entire attention. I was out at Denver part of the time, and A. M. Clark was a considerable
Q. If Mr. Gruber had received an account like this, of the U. S. district court for the district of Kansas, how could he have entered it on the books?
(Mr. Green objected as immaterial.)
A. I don't know as I know how he would have done it. He would have done it according to the instructions of whoever deposited it.
Q. Do you the business principles of the way the bank received deposits at that time while you were a member of the firm?
(Mr. Green objected as immaterial.)
A. The principles were, we were to receive the money and follow the instructions of the depositor as to how it was to be disposed of—in what manner it was to be disposed of.
Q. That was the custom of the bank?
A. Yes, sir.
Q. When a check appeared to have been altered by some interlineation, what was the rule you followed in such cases?
A. We had no rule. We would have to consider the circumstances; consider whether the alteration was material or not.
Q. You exercised your discretion about that?
1586 Yes, sir, we had no rule about it.
Q. Did you ever know during the time you were a member of that firm of having received money with notice that you were to only to be drawn out under admiralty rule 42, or by check stating the particular fund of the district court out of which said money was to be drawn?
A. I never had any instructions of that kind that I ever heard of.
Q. As a member of the firm, would you not have heard of it, if any such instructions had been given, coming back as you did on the first of January, 1864?
(Mr. Green objected as immaterial.)
A. I would likely have heard of it, if such instructions had been given.
Q. You never did hear of such instructions?
A. No, sir; I never did.
Q. Then you knew nothing about the account, or any of the checks that were drawn out?
A. No, sir; only what I see on the books.

Cross-examined by H. T. Green:

Q. Your brother, A. M. Clark, is the only member of the family who is a lawyer?
A. I don't know that he is a lawyer.

Q. You don't know anything about this whole transaction,
1587 except what you have heard from other parties?
A. I never heard much about it.
Q. You know nothing of your own knowledge?
A. I know what I saw on the books; that is all I know about it.

M. E. CLARK.

Mr. Helm produced certain checks in an envelope, which checks are appended hereto, marked 1, 2, 3, & 4, and the envelope is marked 5.

Whereupon A. H. Clark was recalled, and examined by H. T. Green, as follows:

Q. These checks produced here by Mr. Helm; he is your attorney, is he not?
A. He is our attorney.
Q. State where and when he got these papers.
A. The attorney did not get them at all that I know of; I brought them into court.
Q. Where have they been since they were in your bank?
A. They have been in the bank.
Q. All the time.
A. All the time we have had them.
Q. Who else has had them besides yourself?
A. I can't tell that. I got them from Judge Delahay.
Q. Look at the envelope in which they were, marked, "Hon.
1588 M. W. Delahay, present," and state whose handwriting that is.
A. I can't tell you.
Q. Who has endorsed on it "Admira'ty receipts?"
A. I don't know.
Q. When did you get them from Hon. M. W. Delahay?
A. I got them about a month ago.
Q. How long had he had them?
A. I can't tell you anything about it.
Q. To whom did you give them out of your bank?
A. I can't tell that. All I know about them is, what the books show, that they were returned; I presume, they were returned to be delivered to the clerk of the court.
Q. Why did you go to Hon. M. W. Delahay a month ago to get these checks?
A. I did not go to him.
Q. State how he came to bring them to you.
A. He told me had found some of those checks among his papers, and he would bring them to me.
Q. Where was that conversation?
A. In the bank.
Q. Were they in this envelope, when he gave them to you?
A. I think they were.
Q. You say you don't know whose handwriting this is?
A. Yes, sir.
Q. Do you know A. S. Thomas' handwriting?
1589 A. I don't think I do.
Q. Do you know whose handwriting the words "admiralty receipts" is?
A. No, sir.
Q. Had you made any effort to obtain these receipts?
A. Yes, sir. I tried to get Mr. Hanks to get them for me, and also

Judge Delahay, and I did find most of them, which I produced before. These checks had been returned, and after the matter of this suit came up, I tried to get back again all the checks, and particularly at the request of Mr. Brown. In my examination before Mr. Stillings, he was very anxious I should get the balance, and I gave him all I could, and I did not know I would get any more till Judge Delahay told me he had found some more of those checks, and he brought them and gave them to me.

Q. Where did you get the envelope from in which these checks are when produced here?

A. I got the envelope when the checks were handed to me to-day to bring up here. It is my impression the envelope came with them, but I am not certain.

Q. Were the checks loose when Judge Delahay handed them to you, or in the envelope?

1590 A. I can't tell you. My impression is they were in the envelope. I gave them to one of the clerks to take care of them. I think they were in the envelope, but can't be positive about it. It is likely they have been in it since.

Q. When did Hon. M. W. Delahay say he found them, in reference to the time he gave them to you?

A. I could not say. He said he had found some more of these checks, and if I wanted he would bring them to me. I said I would like them, and he brought them to me.

A. M. CLARK.

It was then ordered that this examination be adjourned till to-morrow at 10 o'clock a. m.

WEDNESDAY, *March* 5, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

The cross-examination of James S. McDowell was resumed, and the witness answered the question asked when last on the stand, as follows:

A. I have spent considerable time looking at the papers and records of the court, and cannot say, from those records, what
1591 amount of fees I should receive, or was entitled to receive, after the 1st of January, 1864, through the balance of my term as marshal, and the following are some of the reasons—I have a memorandum taken from the papers: In case 170, warrant of seizure was issued November 19, 1863, and was returned April 12, 1864; fees on the same, $17; citation was issued April 12, 1864; fees on the same, $32. 50. In case 140 & 141—Rothwell—warrant of seizure issued February 23, 1863; fees, $4.12. Citation missing from the files. Order of sale December 5, 1863; returned, February 3d, 1863; fees, $11. 20. Alias order of sale issued February 6; returned, May 25; fees, $20.20. Case 171, warrant dated December 19, 1863; returned, April 12, 1864. I would say that in case of these warrants, when issued, the marshal was ordered to return them the next term of court thereafter. Some of these were issued during the October term of court, issued in November, commanded to return them at the April term. Case No. 172, warrant issued December 21, 1863; returned, April 12, 1864. Case 176, warrant missing from the files. Case 152, warrant issued August, 1863; citation issued September 10, 1863; returned served, on the
1592 16th; filed, November 20th.

Q. Why do you go back into 1863 for the purpose of ascertaining the answer to the question asked you?

(Mr. English objected to any other question till the witness completes his answer to the last question.)

A. I will answer that if counsel will give me time. Case 168; warrant issued November, 10, 1863; citation issued November 23, 1863; order of sale, December 4, 1863; returned February, 1864. I run over several other cases. These are those that I noticed particularly as far as I went. I went over enough to get dates enough to give what I thought an intelligent answer to the question propounded to me. I run back into 1863 in those cases because I find the processes were issued in 1863, and they run along into 1864, and in a number of cases to May, 1864, before the last process in the case was returned by myself. I refer to the beginning in those cases in 1863 to show the utter impossibility for myself or any other party to sit down and show the amount of fees earned or due me, in a technical sense of the word, from the 1st of January, 1864, up to the close of my term. In some instances
1593 the warrant and citations were issued to the marshal, served and returned prior to the close of the October term, 1863. No order of sale issued at that time, and in some of the cases no order of sale ever issued afterwards. Some of those cases were not finally acted on by the court, and it was not known by the marshal whether there would be an order of sale or not. No fees paid, no fees allowed, and the cases carried along till after the 1st of January into the April term. In other cases I have enumerated here they commenced in 1863, and were carried along till 1684; some of them writs issued in December, and were returned in February, and in some writs were issued in December, and were returned at the April term. It would be impossible for me to tell whether the services were rendered in December or January or February or March or April. I will say this, a very considerable was allowed the marshal always in saying whether his fees were earned in December, or *or* whether in January, February, or March. When considered by the court on a taxed bill of costs, if the costs were allowed at that time, they were rendered at that time. I would say this further, this sum of $1,000 and this sum of 1,900 and odd dollars, shown
1594 by the papers, are the sum of fees due me after the 1st of January, 1864.

Q. State if the scale of fees established by Judge Williams in June, 1863, was your standard for charges, and if the law of Congress did not require you to endorse on each process that came to you as marshal the time of its receipt, what you had done on it, what you had done with it, and your fees and mileage, and why it was necessary for you to go further than to look at the process that came to your hands to see what you were entitled to for services on each process and the time when the service was rendered.

(Mr. English objected, because it is asking the witness for his opinion as to the legal effect of the order of Judge Williams and the act of Congress without showing that the witness has a license to practice law, and further, because the acts of Congress are not referred to the witness for him to consider.)

A. I was guided by the rules of the court in taxing my costs, and also by the rules of the court in my endorsements on the writs by me received from the court, and by me returned; and in my answer
1595 just prior to this have shown or answered why I could not, from these writs, show the exact time at which this or that particular service was rendered, or whether it came up for allowance at the Decem-

ber term, 1863, or the April term, 1864, or whether it came up in my fina allowance in May, 1864.

Q. Will you turn me to the journal of that court, showing any such notes as you have spoken of, or what do you mean when you say rules of court, authorizing the taxation of costs?

(Mr. English objected, as already fully investigated in his former examination, and in no sense a cross-examination of the witness.)

A. I fully, as was in my power, answered this question in my examination before Mr. Stillings; and I will first say this, in addition to my answer before him, that I mean by rules of court the presentation of my fees in all the various confiscation cases in detail to the court, and their allowance by the order and rules of the court.

Q. Then you can't point us to any other record establishing a scale of fees more than when you were examined before Mr. Stillings?

A. I cannot any further than indicated in my answer prior to this.

1596 Redirect examination by Jas. W. English:

Q. State whether in this emolument return, marked "N," anything more was required than to return the amount of fees actually earned by the marshal between the dates included in the caption of the emolument return.

(Mr. Green objected, because the law under which he made it must determine what his duties were.)

A. There was nothing more required than to return the fees actually earned between the two dates. Not only that, in making these returns, as I stated before, there might be a considerable amount of fees constructively earned, that were not embraced in that report. There might be a number of cases in which there were writs issued and served, and second writs out and served, and the marshal not certain whether those fees were earned or not earned, and not embraced, and the marshal considered he was not violating his oath, or as conflicting with the law, if he did not embrace those fees in that emolument return, and did embrace them in the next return if they were not fees properly earned. The whole object was to show the Government whether the marshal

1597 was earning more than $6,000 a year, and if he was he was required to pay over the surplus over and above $6,000, and was discharging his whole duty if he accounted at the different dates for the entire amount of fees earned.

Q. When you speak of fees earned and fees not earned do you or not mean to say fees not yet allowed and fees allowed by the court? In other words, *in other words*, did the marshal report fees earned in confiscation cases till they were allowed by the court?

(Mr. Green objected because he is now asking the witness to play lawyer, whereas the order fixing fees is before both witness and attorney.)

A. He could report fees earned before being allowed by the court. Again, he could have a case in which there might be $1,000 of fees on writs out at that very time and running into the next term, and he might not include that. Again, he might have writs in confiscation and other cases in which considerable services had been rendered and fees earned, and not even a remote probability of the few being paid. In making an emolument return I should not consider myself bound to embrace them.

1598 Recross-examination by H. T. Green:

Q. Look at this letter marked "O," dated Treasury Department, December 11, 1871, and state if you made any emolument return

after the 31st day of December, 1863, to the Treasury Department, and if not why you did not?

(Mr. English objected because Mr. Osborn was in office at the time the next return should have been made.)

A. I don't remember what different papers I may have returned and did return after the 31st of December, 1863. I may not have returned any emolument return after that time. Neither do I remember to have ever been asked or required to do so. Neither was I U. S. marshal at the time at which I would have been required to do so, which was the 30th of June, 1864, and presume did not for the reasons indicated in my answer.

JAMES L. McDOWELL.

J. S. EMERY, a witness in his own behalf, being by me first examined, *continued*, and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, deposes as follows:

1599 Q. State all you desire to state in regard to your connection with the matter of the United States vs. A Bond for $600 and other property.

(Mr. Green objected to the witness being permitted to testify, because he has failed to obey the order of the court in this matter.)

A. I don't know that I have any connection with it; the money evidenced by certain receipts of August 29th, I think 1864: I don't know the day given to C. J. Hanks by me, and that evidenced by certain checks on the bank of the same day. That sum of money and the sum of money it appears I drew from the bank, is one and the same sum of money. The receipt was given by me to Mr. Hanks upon his giving me the check. I came over to make this explanation because I was told it figured in your proceedings as two sums of money, while it is one and the same sum. The money indicated as received by me from Mr. Hanks in August 29, 1864, and the money indicated as drawn by me on checks in Clark, Gruber & Co.'s bank, are one and the same money.

Q. What were those checks given to you for; on what right did you draw the money from the court?

1600 (Mr. Green objected, because there is better evidence of his right.)

A. It was my custom, in dealing with Mr. Hanks, the clerk of the court, to give him my receipt upon receiving a check for the money for services rendered, and on bills allowed. I drew the money by order of the judge.

Q. You were speaking of one check of $1,205.67. Do you remember a check for $80 in April; and, if so, what was it given for, whether services in confiscation cases or not?

A. I do distinctly remember it, and it was for fees in this Brown case, 140 & 141.

Q. For what fees was that check for $1,205.67 given; with reference to what class of cases, and what cases, if you can state?

(Mr. Green objected, because there should be better evidence, and because it is not competent to prove it by parol.)

A. It was for fees earned in confiscation cases. I could not say what cases. Cases 140 & 141 figured I don't know but in every fee bill I had. I think there were one or two cases, or rather part of the Brown case, undisposed of when I went out of office, but I am not positive. There was something to do with 140 and 141 th'ough several terms. Whenever I did anything I was allowed, or was entitled to be, for my

1601 services. I could not tell you the particular sum, nor how much, of cases 140 and 141, or what other cases were in it.

Q. Did you or not present to the court an account of fees due you for allowance by the court? If yea, where is that report; who had the custody of it, and have you made any, and, if any, what search for it since this proceeding was instituted?

(Mr. Green objected, as calling for incompetent evidence to establish any right to compensation.)

A. I presented, for all monies that I received for services in confiscation cases, written bills to Judge Delahay for his approval and allowance, and then took those bills, when allowed, to the clerk, and delivered them to him for the purpose of getting my money on them. I could not say where those bills I delivered to the clerk are; the clerk had the custody of them while I was attorney. There were three clerks. I don't know where they are. I made search several years ago at the court for these bills, but could not find them. I think it was since I went out of office. It was my custom to preserve copies, or duplicates of them, and of all my papers; whether I have copies of all those or not I can't say. In

1602 fact, I *I* have not of late fully examined on that point among all my papers. I want to say, the money was paid me by Mr. Hanks. I did not know where it came from; that is, I did not know what money it was. I never received any money except through the clerk on the order of the judge, and it was for that reason I answered the first question as I did, except in one or two cases when I got it from the marshal, and afterwards receipted to the clerk first. I performed service in this case, and received pay for it.

Q. State how and in what manner, and by what you were governed in making out such an account of your fees in confiscation cases, and whether the allowance, amounting to the sum charged against you in this account, was within the regulation of the court, to establish fees in confiscation cases for district attorneys.

(Mr. Green objected, as undertaking to prove by parol that which should be proven by the records of the court.)

A. In making up my fee-bill I was governed by the rules established by the court, as far as they were established, and these accounts were submitted to the judge, and approved or disapproved by him. I

1603 don't think they were ever increased, but I think they were often cut down and allowed by him. It was within the regulation of the court establishing fees. And I will add right here that the amount of fees, as allowed me by the district court in confiscation cases while I was district attorney were never paid to me from any source into $600 or $800. I will add another thing, I never in my emolument returns included any fees in confiscation cases till they were earned and allowed by the court.

Cross-examination by H. T. Green:

Q. Did you return in your emolument return all the fees you did receive?

A. Yes, sir.

Q. About how much in all did you receive in confiscation cases?

A. I could not now state.

Q. Can you approximate?

A. I could not with any certainty.

Q. Was it as much as $3,000?

A. While I was district attorney, in the 4 years, I should say from $2,000 to $3,000 fees were allowed me; it might be more.

Q. Of that, about how much did you receive?

1604 A. I received all that was allowed me into $600 or $800.

Q. Besides the money drawn from Clark, Gruber & Co.'s bank, from whom did you receive any other? Name the person, the claim, and the amount, as near you can.

A. I never received any money except through the clerk on the order of the judge, in any confiscation case.

Q. Who did you get any from, and the amount?

A. I think I got the most of through Mr. Hanks. I don't know that I received any except through Mr. Hanks; I have no recollection of it; I might have received sometimes a small amount from Mr. Osborn; I think I did once get $190 on some lots I bid off at a sale in Lawrence, but I accounted to Mr. Hanks for it when my bill was finally adjusted and allowed. These lots were not in Brown's case.

Q. Besides the $190 you received from Mr. Osborn, from whom did you receive any and what sums?

A. I don't know that I got any from anybody else.

Q. Can you name any sum of money you received from the hands of Mr. Hanks? If so, state as near as you can the time, place, and the amount.

1605 A. I have no recollection of receiving any money from Mr. Hanks, only as I received it in checks, though I may have done it.

Q. Did you ever receive any checks, except the two on Clark, Gruber & Co.'s bank, to which you have before in your testimony referred, $1,205.67 and $80?

A. My impression is there was a third check on Clark, Gruber & Co.'s bank, but I am not certain; can't say.

Q. You have stated in your examination that your habit was to receipt to Mr. Hanks or the clerk, when you received money from him?

A. When I received a check or the money, but I have no recollection of receiving greenbacks from Mr. Hanks' hands, though I may have done it.

Q. You don't mean to say you made any custom when you received no greenbacks from his hands?

A. I mean to say if he gave me a check on a bank I would give him my receipt for it as money.

Q. State if you gave him any receipt for the $80 received on April 27, 1864, when you received the check.

A. I will answer that by saying I either did at that time or afterwards. I received that check just as I was leaving Topeka in

1606 my buggy, and whether I gave him a receipt then, or when I received more money, I can't say.

Q. Did you give him a receipt when you received the check dated August 29, 1864, for $1,205.67?

A. I have no distinct recollection now, though I suppose I did, for that was my custom. That is all I can say about it.

Q. Are you sure you gave any receipt?

A. Yes, sir.

Q. How many?

A. I could not say. I had to give him receipts, so he would have his vouchers. I have seen one or two of them since.

Q. When have you seen them since?

A. I saw them with the judiciary committee. I either saw copies or the original receipts in the hands of the judiciary committee.

Q. About how many do you think you saw?

A. One or two, or perhaps three.

Q. I wish you could be more definite as to the amount of money you actually received for your services in confiscation cases.

A. I wish I could, but I cannot. I have answered the question as near as I could, what I received, while district attorney, in those matters; and I want to add right here that the money was not always received
1607 by me, not in every case, when I gave Mr. Hanks a receipt. For instance, that $80 I don't think was receipted for by me till the next summer. The money was not always actually received by me from Mr. Hanks at the date given. For instance, if I received $80 last spring and did not give a receipt at that time, and was settling now, I would include it. Mr. Hanks was careful to get receipts finally, and get the whole amount of it. In several cases he would loan me $5 or $10, and then we would include that when I gave him a receipt.

Q. You don't pretend to know what proportion of the money you received for services in confiscation cases were for services in 140 & 141?

A. I could not tell. I don't beleive there is a man who could tell, at this date, the exact sum.

Q. You were aware the court had made an order allowing you so much for confiscations in confiscation sales, and your charges were governed by these orders, for that class of services?

A. Yes, sir. I think I never charged but $5 for confirming a sale.

Q. Can you tell in what cases, in 140 & 141, you moved for con-
1608 firmation of sale for which you would be entitled to $5?

A. I can't now; the records will show.

(The records were handed the witness, and he was requested to point out what cases in 140 & 141 he moved for confirmation of sale.)

A. The record shows the number of confirmations. I would point them out if I had time to go over the record.

Q. State from the same record if you rendered any other services in cases 140 & 141, except to move for confirmation of some sales.

A. I did.

Q. State what they were; point them out from the same record.

A. I don't know what the record shows on that point. I know there never was a term while I was district attorney, except possibly the last, that I did not devote more or less attention to those cases, and cases connected with it.

Q. Will you point them out on the record now shown you?

A. In those services I refer to, the service consisted, in addition to confirmation of sales, in arguments in and connected with those motions and petitions that were filed by Mr. Brown and his attorneys while
1609 I was district attorney touching this case. I think it run through most of my official term.

Q. When did you become district attorney?

A. In April, 1864.

Q. When did your term close?

A. In May, 1867.

Q. Will you now state or point out from the record any single appearance made for Edward S. Brown, by himself or attorney, during 1863 or 1864, or up to October, 1865, when a petition was *a* presented by L. B. Wheat and H. T. Green, asking for leave to file an answer and petition for relief in the case, which was refused by Judge Delahay and carried upon writ of error to the circuit court?

A. I could not say when Mr. Brown first came into court for relief of my own knowledge. I was not attorney till April, 1864. I can't say when Mr. Brown did first appear in court. I could not fix the year at all.

Q. What is your recollection about it?

A. I should say it was in 1865.

Q. State if all the condemnations in 140 & 141 were not decreed before you came into office as district attorney.

A. They were not; that is my recollection.

Q. Will you point out a single case in which you took a decree
1610 of condemnation? Here are the records now shown you.

A. I have not time to go over them. I think there were several, but I have not time to go all through these records now. I would be glad to if I could.

Q. You are distinct in your recollection that you rendered services other than motions for confirmation in cases 140 & 141?

A. Yes, sir; during my term as district attorney.

Q. What the precise service was you rendered you now forget?

A. Well, yes. It would appear by the bills rendered, if the clerk has them.

Q. Are you not confounding the suits which were brought by Edward S. Brown in chancery, by you and Judge Delahay and other officers of the court, with your services in these confiscation cases?

A. Those suits in chancery were brought after I was out of office. They were brought while Mr. Riggs was district attorney. I think you brought the suits in the early part of 1868, and I went out of office in 1867.

Q. State if you will look at journal A, and turn to any order of court allowing you fees?

A. There are many orders on the record allowing me fees. Some in confiscation cases and others an extra allowance under the law.
1611 They came under the term additional fees allowed by the court in difficult cases, as they were termed.

Q. Can you turn to any made by the court for fees in confiscation cases?

A. I don't know that I can or that I cannot. Judge Delahay's custom was to take the bill and examine it, and put his endorsement on the back of it, and then I would exhibit it to the clerk and get my money. I don't know that orders were entered on the record, the design being, as I understood it, to preserve those records by those bills, which were filed with the clerk, with the judge's endorsement on the back of them. I don't know whether they were copied into the record or not; I have no recollection of seeing them.

Q. You have said, in answer to a question before this, that you had never received any cash from any of the clerks, but only checks. How is it you now say that after Judge Delahay had endorsed on the back of the papers his approval you gave them to the clerk and got your money, when you have before said you got checks?

A. I have not before said that I never received anything but checks from the clerk. If I have, I did not mean to say so. I
1612 mean, by saying I got money, that I got checks for it generally.

Q. Then you never received money after the 26th day of August, 1864, from the clerk, or presented any of those papers you speak of giving to Judge Delahay and got his endorsement on, in confiscation cases.

A. I had confiscation cases, I think, through the years 1865 and 1866, and had several allowances of fees on them, and they were paid; I mean to say I did receive money after August, 1864.

Q. You have said you got a check on Clark, Gruber & Co. on the 26th of August. How did you get your pay after that check of the

26th of August, and of whom did you get it, for services rendered in 1865 and 1866?

A. I don't now recollect of receiving any money, except from the clerk, unless, as in the case at Lawrence, I might have received at other times money from the marshal, but accounted to the clerk for it. I don't know that I did.

Q. Do you recollect receiving any other than the purchase-money for this lot in Lawrence from the marshal; if so, what marshal?

A. Mr. Osborn was the marshal. I have now no distinct recol-
1613 lection of receiving other money from him, but I may have done so, and it is quite probable I did.

Q. Then for whatever you received from Mr. Osborn as marshal you receipted to Mr. Hanks first?

A. Yes, sir.

Q. Have you any copies of the receipts you took, or a memorandum of the amount you received, and the dates?

A. I have no copies at all, and never preserved any.

Q. Why did you not receipt to the marshal for the money you say you got of him?

A. Because if he paid me any he would pay it on account of the clerk, and I would pass my receipts right in to the clerk at Lawrence. To illustrate: I don't think I gave anybody a receipt at the time, but Mr. Osborn charged me up with $190, and I afterwards gave Mr. Hanks a receipt for it. I have no recollection of his doing it in but the one case at Lawrence, but he may have done so.

Q. Does your best recollection serve you that you did receive from Mr. Osborn very little sums of money?

A. I think it probable I did. That is all I am able to say about it. For instance, if I had a bill that was going to be allowed
1614 in July, and he had some money and I was out, he might pass me some, and I would account for it in settlement.

Q. Did you at any time, while district attorney, know what Mr. Osborn did with the money he received from sales of confiscated property, of your own knowledge?

A. I did not, nor never knew how much he received; I really knew nothing about it.

Q. Did you not regard it as a part of your duty, as district attorney, to see what went with the money that arose from confiscation cases which you caused to be instituted?

A. I regarded it as part of my duty to see that the proceedings were regular when I took a confirmation and ordered a deed, but never thought it part of my duty in any way to receive any money, or control any money, which the marshal received. I never received a dollar of any confiscation-money. It was paid to the marshal, and when I came to confirm a sale I thought it my duty to see that the proceedings were regular.

Q. You thought it was your duty to confiscate, but not to see that the Government got the money?

A. I have answered the question.

1615 Q. Have you any knowledge of the disposition of any money that arose from confiscation proceedings during your term?

A. I have no knowledge of the final disposition made by the marshal of the proceeds of confiscation cases.

Q. Were any inquiries made of you, while district attorney, as to what had gone with the money arising from confiscations while you were acting in that office?

(Mr. English objected as incompetent, irrelevant, and immaterial.)

A. There never was from any service that I know of.

Q. Look at this copy of a letter dated March 9th, 1866, and state if you have any recollection of writing a letter of which this is a copy.

A. I have no recollection of it; I don't mean to say I did not write it.

(Mr. English objected to any enquiry in regard to a copy of any letter till the original is shown, and that will show for itself.)

Q. State, after reading the letter and hearing it read, whether or not you wrote any such letter as that?

A. I cannot.

1616 Q. Have you no recollection of any such correspondence, and the subject-matter spoken of in this letter?

(Mr. English objected for the same reasons as those last above stated.)

A. I don't know how to answer that. My first answer is my recollection. If I were to see any letter I wrote, I could tell my handwriting, and I could answer it more definitely than I have. While I was in there, letters were passing back and forth all the time on different subjects.

Q. You have no recollection of ever receiving any letter from Edward S. Jordan, Solicitor of the Treasury, on the subject of confiscation money?

A. I had many letters from him on that subject, I presume.

Q. Did you answer his letters?

A. Certainly I did.

Q. Are you sure of it?

A. Yes, sir.

Q. Why did you say you had no correspondence?

A. I did not say that.

Q. What did you say on that subject?

A. It is down what I said.

Q. Can you remember what is down?

A. I think I can remember what I have said on that subject.

Q. What have you said?

1617 (Mr. Helm objected to the question, as also did the witness himself, as immaterial.)

Q. Will you answer the question, or will you decline?

A. I have answered it.

(Mr. Helm objected to this manner of examination.)

The copy of the letter shown to the witness was then handed to the examiner and is appended hereto, marked "P."

(Mr. English objected to its being appended to this examination.)

Q. Did you preserve copies of letters sent to Mr. Jordan in answer to his inquiries in relation to confiscation money?

A. I did not generally preserve copies of my Washington correspondence unless it related to money affairs. Such letters as that I preserved copies.

Q. Have you any letters which you received from Mr. Jordan on that subject?

A. I could not say. It is not likely I have now. I might have had them when I went out of office, but I have destroyed a great deal of my old correspondence.

Q. Do you recollect receiving a letter from Mr. Jordan, asking for a full account of confiscation proceedings and funds arisen against Edward S. Brown.

1618 A. I have no distinct recollection, yet it seems to me I received a letter from Washington in the Brown matter; but I don't know what it was about. I have this recollection now, since you have begun

to talk about it, but I could not state when, though I think it was after the pardon matter came up. That is my best recollection.

Q. Did you not go to Washington City after the application of Mr. Brown for the money in cases 140 & 141, and have a consultation with Attorney-General Speed on that subject?

A. No, sir.

Q. Were you in Washington often?

A. Yes, sir.

Q. Did you have any conversation, or hear any conversation, with the Department or its officers in relation to that matter?

(Mr. English objected, as incompetent, irrelevant, and immaterial, unless some of the parties interested in this suit were present.)

A. I had no conversation with any officer of the Treasury Department.

Q. Did you have any conversation Mr. Jordan or Mr. Speed?

1619 A. I, perhaps, had, for two or three minutes. I was in his office, and he asked me if I knew anything of Mr. Brown, of Virginia. It was but a few minutes conversation. I recollect saying something to Mr. Speed about it, but I don't recollect what I said or what he said.

Q. Do you recollect now they called for an account of the funds arising from confiscations?

A. I never was called on to account for the funds in confiscation cases. I never had the funds.

Q. Was Judge Delahay in Washington the time you speak of having seen Mr. Speed?

A. I think he was.

Q. Did you go with him?

A. No, sir.

Q. Did you return with him?

A. No.

Q. Do you know what he went for?

A. No, sir.

Q. Do you know what you went for?

A. I went to beat Sid. Clark in removing me from office, and I accomplished it, with Gen. Lane's help. I stayed but one day, I think.

Q. State for what services this check for $80 was given you in April, 1864.

A. I think that was for confirmations entirely.

1620 Q. You had been in office then just 16 days?

A. We had a very short term, and this was at the end of it.

Q. Can you state for what lands sold these confirmations were had?

A. No; I can't name the persons.

Q. You are requested to take the records and show therefrom what confirmations of sales were made by you before that time.

A. The records of the April term, 1864, show it.

(The record was put in the hands of the witness, and he was asked to point them out.)

A. The record shows for itself; I have not time to point them out.

Q. You received for each confirmation the sum of $5.

A. Yes, sir.

Q. No more?

A. That was all.

Q. You say Judge Delahay was in the habit of taking your accounts and holding them, and subsequently returning them with his indorsement on the back of them. State whether that was done in term-time or in vacation.

1621 A. I handed them to him at the close of the court, or soon after. Sometimes they were not made up the same day. I would make them up soon after, and send them to Leavenworth. I made them up soon after the close, or at the close, and he would have them and hand them back to me.

Q. Before the beginning of the next term?

A. I think so.

Q. Whatever he did in the matter was in vacation?

A. No, sir: I would not say that. For instance, the bill would be presented before he left. I am not able to say when he acted on them. I could not make them up till the close of the term, but I would be as expeditious as possible in making them up, and have him approve them.

Q. Those papers you speak of, called bills of fees, embraced all classes of services you rendered in court, did they not?

A. That was what was intended.

Q. A very small part of them was in confiscations?

A. We had two classes of fee-bills; those that went to Washington he had nothing to do with further than they were submitted to him. But the fee-bills for confiscation services were not sent to Washington, and were not subject to revision at all.

1622 Q. Have you any idea how much money arose from confiscation proceedings which you instituted while district attorney?

A. I have not.

Q. Were you particular to find out whether the property sought to be confiscated had any value?

A. Most of the property confiscated, and I don't know but all, while I was district attorney, was unimproved wild land and unimproved lots in Lawrence.

Q. Did you not confiscate one black-jack?

A. I think we had a little personal property in one or two cases?

Q. State if the proceeds of those cases paid expenses.

A. I could not say; I never examined that point; I never thought of it, and could not say anything about it. I never thought that figured in the matter. I want to say, for the information of anybody, that a large portion of those lands lay in Southern Kansas, and when offered for sale they were found to be under enormous tax-titles and taxes, and nobody would bid, and Mr. Osborn could not sell them; so he reported to me, and I think they were never sold.

1623 Q. Did you not understand, as an attorney, that, if proceedings in rem were instituted, that all claimants were notified to come into court, or their claim would be forever barred?

(Mr. English objected as incompetent.)

A. I recollect talking to Mr. Crozier on that subject. He was on the State bench at that time, and that was his opinion.

Q. How do you say, now, if you took a decree against all persons and condemned the land, there could be valid tax-titles to prevent him selling them?

A. I don't know that my opinion would be worth anything in the case. The marshal went into Southern Kansas and could not sell the property, and I think it was never sold. Large tax-liens were against it, and I think a large part of the wild land that was condemned in Southern Kansas was never sold on that account. Persons would not give anything for it.

Q. Did you get any fees for that class of services, where nothing was realized?

A. My fees were not paid into $600 or $800, and the reason I never got anything, I suppose, was the fact that there was nothing to pay with; and that fact was owing to the fact that the property did not sell—a great deal of it.

1624 Q. How can you state now there were $600 or $800 due you, when you can't find your fee-bills?

A. I recollect it, just as I recollect anything of a cash transaction. I thought once of applying to Congress, when General Lane was there, for back fees, and talked with other officers of the court about it; but it was never done.

Q. When did you look for those papers you say you put in the clerk's hands?

A. I don't know; it was 2 or 3 years ago; it might have been longer.

Q. Did you ever see them there after the October term, 1865, or did you ever see them there before that time?

A. I can't tell.

Q. Did you ever see them after handing them to Mr. Hanks, at all?

A. I might, and very probably I did; yet I could not say.

Q. Now, if those fee-bills you spoke of were made up after adjournment of the court and held by Delahay—Hanks and Delahay both in Leavenworth City——

A. Yes, sir.

Q. If they were given to him, where were they given to him?

1625 A. They would be given to him at Topeka, I suppose, if I parted company with him there. I could not state at what period of time. We aimed to make our fee-bills out and have them ready at the close of court, so that Judge Delahay could allow them there, and get our pay as soon as possible. Whether we did it in cases I can't tell.

Q. Do you say you gave them to Judge Delahay before the close of the term or after?

A. I could not say distinctly about that. I know what our aim was. The last day of the term we used to come in with our bills if possible.

Q. You say Judge Delahay would take them and look over them; that he never raised them, but lowered them sometimes?

A. I believe he never raised them.

Q. He immediately returned home after court adjourned?

A. I can't say about that.

Q. Did not Mr. Hanks reside in Leavenworth at that time?

A. I think he did, but he had a deputy there all the time. Mr. Chesney was his deputy. He was the man who really did the work for Mr. Hanks. Whatever we gave to Hanks we gave it to him as such clerk.

Q. Did you give it to Chesney or Hanks?

1626 A. I gave it to the clerk; that is all I can say.

Q. You can't tell which one?

A. No, sir.

Q. Did you ever give it to Hanks while he was at Leavenworth?

A. I don't know that I ever did.

Q. Do you know you did not?

A. I have no recollection of it. I wish to state this: Here is a part of the Brown case; and by the papers it appears that in February, 1865, I moved in the case against Hendricks that I moved to have the appraisement set aside because the property would not sell, the marshal having offered it and it would not sell; and I ordered a new appraisement and a new sale. That was the kind of work among others that I had during my term of service. That is a part of the Brown case

against Hendricks. I make this because my eye fell on it, and in connection with the alleged letter to Washington, I don't say I did not write it, but seeing this on the table I thought it would bring it out. What I mean is that before my going into office Mr. Crozier had acted in this matter, and had the rights of Mr. Brown in these mortgages condemned, as I understood. Then, these were parts of the case
1627 dragged along; this was February, 1865, a year after I went in, most.

Q. You have volunteered a statement of certain services rendered in the case of Hendricks, one of the Brown cases. Can you find any other case in which you did anything except to move to confirm the sale?

A. I presume I could if I went through the papers. I think there were several.

Q. This matter has been before the court a year or two, has it not?

A. I think it has.

Q. What attention have you given it before to-day?

A. None at all.

Q. Why have you not?

A. I did not consider I had any real and legal relations to this investigation.

Q. Will you now examine among the proceedings against the debtors of Edward S. Brown, and find anything else which you have done? They are now shown you.

A. I will say I have not time here to do it, or I would be very glad to do it. I know there are some of them here. I will make this statement: To the best of my recollection, there were 8 or 10 of these condemnations in the Brown case, perhaps more, that were in this
1628 unfinished state when I went into office; there might have been a dozen—the records will show. I have not time to go through them to see whether I am correct or not.

Q. If the decrees had all been made in confiscations there was nothing for you to do but to make motions to confirm sales or order apprais'ments.

A. I did not state that.

Q. You can't point out any case in which the decree had not been taken.

A. I have no time now. I think the records will show that there were some that were not made.

Q. If this letter produced here is correct, you are mistaken.

A. No, sir; that letter is in a line with my intended explanation. Here is land in part of the Brown case which don't sell. I move for a new appraisement, and it is made, and execution is issued.

Q. Did you file a motion, or simply rise in court and simply state the fact?

A. I can't say.

Q. Take the papers and see what you did in writing.

A. I don't see any motion made in writing. I' was my custom to do it.

1629 Q. Did the practice require anything but to rise and state the fact that the property was not sold for want of bidders?

(Mr. English objected, as incompetent till the rules of court are produced.)

A. My understanding of the rules of court is that they required all motions to be in writing. I don't recollect about this, but that was my understanding of the practice.

Q. Then you don't recollect writing a motion and filing it in this case?

A. No, sir.

Q. What do you call rising and asking the court to order a new appraisement worth?

A. My opinion would not be decisive in the matter. That was all settled by Judge Delahay's decision.

Q. They never went on record.

A. I can't say; the records speak for themselves.

Q. You say your are a practising attorney.

A. I have not said.

Q. Are you, or were you at that time?

A. I was at that time; I am not now.

Q. Could you state at this period of time what you would regard as a fair compensation for a motion, such as was made in this case, to have an appraisement of the property?

(Mr. English objected, as not to be settled on any such basis;

1630 the allowance of the court settles that.)

A. A*re* appraisement of the property and a new sale. Parties would differ about that. Whatever service I rendered in confiscation cases was decided by the judge, when I was paid. I don't know that I ever asked anything in this case.

Q. Can you answer the question?

A. I know what I would do it for if called on to do it by a client.

Q. Would you ask him more than a fair fee?

A. No, sir; I should endeavor not to.

Q. What would you have asked him at that term?

A. A client that I was doing a great deal of business for I would not be likely to charge anything.

Q. Do you mean to say the services were worth nothing?

A. No, sir.

Q. Were they worth $5?

A. I think so.

Q. Exceeding that amount?

A. I don't know that they were.

Q. Do you think $5 would be a fair compensation for the service?

A. I think so.

Redirect examination by Jas. W. English:

1631 Q. With reference to the class of services spoken of by you in your voluntary explanation during your cross-examination, were there any fixed fees allowed you in the fee-bill established by Judge Williams or Judge Delahay?

A. I think not; for part of them there was not, I know. For instance, for confirmations it was fixed at $5; for a decree of condemnation it would be sometimes $10, and sometimes more, according to the difficulties in the case and the work to be done was what I understood to be his way of fixing it. I knew in making a fee-bill I would ask more in some cases than in others.

Q. With reference to such services as you spoke of in your explanation, if fees were charged by you, were they or were they not presented to the court and allowed by it?

A. Every dollar I ever received from the court was on sworn statements in writing.

(Mr. Green objected to this question and answer as not re-examination.)

Cross-examination by C. W. Helm:

Q. During the period while you were district attorney, how were

1632 the confiscation funds treated by the court—as a general fund, or divided into particular funds, and ordered to be deposited as separate and particular funds?

A. I never knew. I can only give what my understanding was.

Q. How were these funds treated—as general or particular funds?

A. They were treated as a general fund; that was my understanding.

Q. Who were they so treated by; the court or officers, or who?

A. My understanding was it was so treated by all the officers.

Q. That is, the court and the officers?

A. Yes, sir.

Q. During the period while you was district attorney who was clerk?

A. There were three or four during the time.

Q. Who were they?

A. Mr. Adams, Mr. Hanks, and Mr. Thomas; and I think all of them had deputies.

Q. The 42d admiralty rule says that all money paid into the registry of the court shall be deposited in some bank to be designated by the court. Now what, when you were district attorney, was the registry of the court?

1633 (Mr. Green objected, as being a question of law.)

A. I only know from what the officers told me.

Q. What was the registry of the court; you knew what it was at that time?

A. I always supposed it was the clerk.

Q. Was the clerk treated as the registry of the court at that time?

A. The clerk was not treated as the depository of those funds.

Q. I am not speaking about the depository of the funds, but of the registry.

A. I knew of nothing to the contrary. What I mean is, Mr. Hanks was not treated as the depository because he had not the power to get the money back after it was in bank. It took another name to get it back—Judge Delahay's name to the check and Hanks' endorsement. For that reason I never understood Mr. Hanks to be the depository of the fund; but I did understand him to be the registry.

Q. Was there anything known or acted on as the 42d admiralty rule in the government of the court and officers at that time?

A. I suppose that rule was in force.

Q. Upon whom was it in force?

A. I suppose it to be in force as a part of the regulations of the court.

1634 Q. Enforced upon what, the registry, or who?

A. I supposed it to be in force as one of the rules governing the court in all classes of business.

Q. You spoke about some receipts given by Mr. Hanks to you; were those receipts given for the same money you got out of the bank of Clark, Gruber & Co.?

A. Yes, sir.

Q. For the same money?

A. Yes, sir.

Q. Then the check was left in the bank of Clark, Gruber & Co.?

A. That was my understanding.

Q. The receipt was given to Mr. Hanks?

A. Upon his giving me the check. That was my recollection. I am positive of it.

Q. Do you know anything about the terms and conditions on which that money was deposited?

A. I did not.
Q. How was the money drawn out?
A. Mr. Delahay would give an order and Hanks would sign it.
Q. Was anything more required to get it out?
A. Not that I know of. That was all arranged before I went into office. When they came to pay me this $80 they said, our depos-
1635 itory is at Leavenworth, and we will give you an order on Clark, Gruber & Co.
Q. Did you draw the money out on the same terms and conditions as your predecessor?
(Mr. Green objected as incompetent.)
A. Yes, sir; so I understood. I only know what was told me.
Q. Did you ever hear of the 42d admiralty rule while you were in office?
A. That rule never came up in court for discussion as to its applicability to this case, to my knowledge, till the filing of their petition. I suppose in the fall of 1865.
Q. It was after the money was all drawn out?
A. I don't know.
Q. It was in the fall of 1865?
A. Yes, sir.

Cross-examined by H. T. Green:

Q. Do you say you never knew, as an attorney, of the existence of the 42d admiralty rule?
A. No, sir.
Q. What do you say about it?
A. What I said is down. I said the first time it came up for discussion as to whether it applied to this case was when you filed your petition.
1636 Q. It was known?
A. I say I suppose it was. I understood it formed part of the rules of the court.
Q. You knew of the existence of that rule?
A. I suppose I did. I know I read over a great deal of the law before I entered on the duties of my office.
Q. What law?
A. The admiralty practice and questions that came in those proceedings, as to the correct mode of proceeding in all the details of the case, and how far the matter was proper admiralty practice and how far it was not. There was a great deal of discussion on the subject. I had some correspondence between Judge Crozier and Judge Chase as to what was and what was not the proper proceeding. It was all new and to be tested, and the first contest over the admiralty rules, to my recollection, was when you filed your petition. It might have been earlier.
Q. Was not the question as to whether the proceedings were according to admiralty before the court, and talked of by the judge and the clerk?
A. Those things were settled by Judge Williams before I went into office. The general mode of procedure was settled. I merely
1637 followed.

Recross examination by C. W. Helm:

Q. When you were district attorney state what was necessary in order to get the fund of the district court out of the depository of Clark, Gruber & Co.
(Mr. Green objected as incompetent, being a question of law.)

A. It was an order on Clark, Gruber to pay A, B, C, signed by Judge Delahay and the clerk of the court.

Q. Was that all?

A. That was my understanding as being all.

Q. Was that the rule adopted at that time?

(Mr. Green objected because no such rule is in existence.)

A. I think it was.

Recross-examination by H. T. Green:

Q. Will you turn to any such rule adopted by the court?

A. I cannot.

Q. Are not all rules made by the district court required to be embraced in the journals of the court?

A. I suppose they should be; certain .

1638 Q. Do you mean that was the custom of Judge Delahay and the officers of the court in getting money?

A. Yes, sir.

Q. What was the custom without any rule of law?

A. That was the way Judge Delahay informed me I could be paid in confiscation cases. He would give me an order and Hanks would sign it, and in that way I could get my money.

Q. Do you call signing a check by Delahay and Hanks an order of court, or does it assume anything more than an ordinary check drawn on a banker?

A. A check would be given in pursuance and in payment of the order. There would be an order allowing me, say, $5 or $10, and I would get a check for the money.

Q. Point me to any order put on the records of the court for the payment of any of that money, or did you ever know it to be done?

A. I have no knowledge of any such order being put on the records. That was told me when I came in office as the rule which the court had adopted.

Q. You have been district attorney; will you tell me what is the record of a court as contradistinguished from the files of a court?

1639 A. The records are a part of the doings of the court reduced to writing.

Q. By whom?

A. Competent authority.

Q. In what is it kept?

A. In books. and is part of the records. I don't say the books are all. I don't mean that.

Q. When you speak of records with reference to these funds, you mean checks were signed by the judge and clerk. If you mean any more, state it.

A. I mean these checks were given in pursuance of orders disposing of the money.

Q. But you say these orders never went on record that you know of?

A. They did go on record in my case. In the cases where I received the first $80 there is an order for each $5 I received.

Q. Will you show it?

A. I can't take the time. I am very confident I could turn to it. Here is the entry on page 46 of Journal B, and I say this record should show the confirmation of 16 sales.

Q. I want you to show them.

A. The records should show them, and the papers in the cases should show it; you will find 16 of them. Mr. McDowell had made 16

1640 sales, and there was a lot of business unfinished when he went out of office, and I confirmed the sales, every one of them. I now write to state that my fees in the Brown case during the entire time I was in office would amount to the sum of one thousand dollars. I am quite clear that that sum would be a very reasonable one for the services rendered. I make this statement after refreshing my mind with such data as I have been able to find. That case in some shape or another was on either dist. court or circuit court dockets during the most of my official term of office.

JAS. S. EMERY.

It is now ordered that this examination be adjourned till to-morrow morning at 10 o'clock.

THURSDAY, *March* 6, 1873—10 o'clock a. m.

This examination was resumed pursuant to adjournment.

Present, the same as on yesterday.

JAMES S. MCDOWELL, being recalled and examined by H. T. Green, testified as follows:

Q. Do you recollect when Judge Brewer acknowledged satis-
1641 faction of the mortgage from Marion Todd and wife to Edward S. Brown, on the record of the register of deeds office in Leavenworth County?

(Mr. English objected to this examination as not in rebuttal to anything examined about in chief.)

A. I do not.

Q. Do you recollect receiving from W. S. Van Doren any sum of money?

(Mr. English objected for the same reasons as before.)

A. I received money from Mr. Van Doren many times.

Q. In relation to the amount due by Marion Todd on the mortgage to Edward S. Brown?

A. I am not able to say who I received the money from on that mortgage. As I stated before, I received it from Mr. Todd or some person for him. I have no recollection of it.

Q. Do you say you not receive $795.60 from Mr. Van Doren in satisfaction of the principal, interests, and costs, in that case?

(Mr. English objected for the same reasons as before.)

A. I don't remember what sums I received from Mr. Todd or his agents, any other than my return is endorsed on the writ. I may
1642 have received other money from Mr. Todd or some agent of his and accounted for some other money after the writ was returned. If so, I have no recollection of it. I have stated as fully as I have any recollection in regard to it.

Q. Have you any recollection of whom you received any money in this case?

A. I have not.

Q. Nor have you any recollection of giving Van Doren a receipt for $795.60?

A. I have not any recollection of it.

Q. Have you any recollection about the satisfaction of the mortgage, by hearing the fact from Judge Brewer, or being informed thereof, about the time you closed your connection with the office, about the 11th of April, 1864?

(Mr. English objected as inquiring for hearsay testimony, and as irrelevant and immaterial.)

A. I have no recollection on the subject of the question asked me at all.

Q. Did you have any knowledge or recollection of Judge Brewer acting, by order of the court, as a special commissioner to enter satisfaction of mortgage when the money had been collected?

A. I am not certain that Judge Brewer was commissioner at
1643 the time for that purpose, though I think he was a portion of the time. I think he was because my attention has been called to him by questions asked me during this examination. I have no recollection outside of that.

Q. Look at this paper marked "Q," and examine it, being a certificate of acknowledgement of satisfaction of the mortgages from Marion Todd and wife to Edward S. Brown; also satisfaction of the mortgage from James Bosley & wife to Edward S. Brown, entered by D. J. Brewer, U. S. commissioner, on the records, and state how that satisfaction came to be entered; if the money had not been received by you, and without the production of your receipt that it had been paid.

(Mr. English objected for the same reasons as those last above set forth.)

A. I notice that this is a certificate from the register of deeds certifying it is a copy of the certificate by Judge Brewer certifying that those mortgages had been satisfied. I suppose Judge Brewer had some authority satisfying him that the money in those cases was paid. I am not certain it was my duty to give that certificate or direction, or whether it was the attorney's, or clerk of the court.

1644 Q. If that money was collected before the 11th of April, 1864, you were the marshal who should have received it, were you not?

A. I was the marshal on the 11th of April, 1864; I was the proper person to serve writs and collect money on those writs, and a good deal of money was paid to me; some was paid to the clerk, and some of it to the attorney.

Q. You say on your return: I received this writ on the 4th of January, 1864, advertised in the Leavenworth Times, and on the day fixed for the sale defendant paid me $550. Why did you not sell that land on the day of sale if it was true he paid only this $550?

(Mr. English objected because the witness has answered this several times.)

A. It is true that at that time I received $550; had I received more I should have endorsed it on the writ. Why I did not sell then I can't answer; I have answered as fully as possible on several other questions. The marshal was entrusted with discretion, and was not expected to press the owners of land. I presume he made promises or said he could pay afterwards. You can find many writs returned without any
1645 payment.

Q. Do you say you received only $550 on that decree of the court?

A. I have no recollection of receiving any other money, and my endorsement shows that amount, which convinces me that was all I received.

Q. Why have you on this paper marked "M," which purports to be an account of confiscation services received by J. L. McDowell, show at one time you received from Todd $550, and at another time $153.55; why do you charge yourself with the two different sums?

(Mr. English objected because the matter has been fully examined about before.)

A. As I stated when asked a question relative to that paper which

counsels say purports to be a statement of account, that I did not know who made the paper. I did not know what the purport of it was, why it was made; it was not in my own handwriting. And in regard to the question asked me regarding the two entries on said paper, the $550 is correct; the other, $153.55, when paid or whether paid to me, or to whom paid, or where the money came from, I am not able to answer.

1646 Q. You seem to have forgotten where that paper came from; why did you bring it to your attorney before your examination commenced, if you did not think it amounted to something?

(Mr. English objected as already answered and as incompetent.)

A. I gave a very direct account of where the papers came from. I did not say I did not recollect where it came from. I refer to the particular entry referred to. I brought it with other papers to my attorney and left it to his judgment whether it amounted to anything or not.

Cross-examination by Jas. W. English:

Q. I will get you to state whether, in your transactions with the U. S. district court in relation to confiscation cases, while you were acting as U. S. marshal, you did or did not settle with the clerk of the court, and whether you paid him the money collected by you as such marshal, according to the returns, papers, and documents on file in court, as was required of you by law?

(Mr. Green objected because it is asking for a wholesale swear
1647 as to the records; because it is a legal conclusion, and because it is undertaking to prove by parol that which should be found in the records.)

A. I did, as I understood my duty under the law.

Q. State whether you did or did not return any other monies or receive any other monies from such cases save and except your legal fees allowed you by the court; and, if yea, what money did you receive other than such fees?

(Mr. Green objected because his right to fees should be shown by the record; because it asks for the impression of the witness, and not for a distinct fact showing the amount paid, when and where, and because there is no showing there was any authority for the marshal to pay money to the clerk.)

A. To the best of my knowledge and recollection I did not.

Re-examination by H. T. Green:

Q. Mr. Hanks is the man you claim to have settled mostly with?

A. I made all my settlements with the clerk of the U. S. district court.

Q. Who was that individual?

A. During my term there were three different persons held that position.

1648 Q. Who were they?

A. Mr. Morton, Mr. Adams, and Mr. Hanks.

Q. What settlement had you with Mr. Morton?

(Mr. English objected as all having been gone over.)

A. My former answers fully answer this question.

Q. Why have you not brought these men here to show they received money from you?

(Mr. English objected as impertinent to any issue in the case, and as dictating to us what our examination shall be.)

A. I might as well go on and explain why I made any defense at all, or why I had done any particular thing in the case or defense of the case, as to go on and give a detailed explanation of why I had not brought this or that witness to corroborate my own evidence.

Q. Were you not in this office this morning, with C. J. Hanks, in conversation with him and your attorney?

A. I came into this office this morning to ask my attorney a question. I found here Paymaster Vidder, Col. George H. English, James W. English, and, unfortunately, C. J. Hanks was sitting in the office. I happened to meet him here.

1649 Q. Have you not seen him several times within the past few days?

A. Perhaps I did pass him on the street yesterday. I recollect meeting you very frequently during 1862, 1863, 1864, when I was very loth to tell I had met you, for fear it would not be safe for me to stay here. I denied many times meeting you and your friends when I was taking care of you without pay.

Q. What efforts have you made to procure Mr. Hanks to testify and corroborate your statements?

(Mr. English objected, as matters that don't concern the defense and about which they have no right to enquire, and because Mr. Green has already protracted this examination to such an extent that it has been impossible to get him heretofore has a witness.)

Mr. Green offered to suspend this examination to allow Mr. Hanks to be sworn.

Mr. ENGLISH. Get through with the examination of this witness, and then we will decide who shall be put upon the stand.

A. I have not spoken to Mr. Hanks relative to my own testi-
1650 mony or his since the beginning of this examination, nor for a long time before. I leave my counsel to be the proper judge as to what part of my own evidence, or how my own evidence, shall be given and substantiated, and what witnesses, if any, he wants to be brought in, or not brought in, and have never once thought of introducing Mr. Hanks or any other person as a witness to corroborate my own evidence.

Q. The journals are now shown you. Point out any order of court authorizing you to pay money to the clerk of the court in case 140 & 141, either as an individual or marshal.

(The journals were then handed to the witness.

Mr. English objected because the journals are open to the inspection of these gentleman, and can be examined by them whenever they please; and because it is asking the witness for a legal opinion as to the authority of the clerk to receive money; and because I don't suppose it can be found in the records of the court; and because there never was a court; but the clerk was the proper custodian of the money unless there was a special order in regard to it.)

1651 A. The custom and usage of the United States district court, in all cases of confiscation and others, was for the marshal to pay the money to the clerk of the court; and it was always treated by the court and by the clerk as a good and sufficient payment; and myself, as marshal, always considered the clerk of the U. S. district court the registry of the court, and whether the money was paid to him or the U. S. depository, and notice given to the clerk, it was a payment into the registry.

Q. You thought it was a payment into the registry to pay the expenses of the term with it—the jurors and witnesses?

(Mr. English objected for the same reasons as before.)

A. I have answered fully in my former answers as to what I thought and did about it.

Cross-examination by C. W. Helm:

Q. You were marshal on November 22d, 1863?

A. I was marshal on that day.

Q. Also on December 21, 1863?

A. I was.

Q. Do you recollect making this deposit, charged in this account, of $3,121.80? (Showing the bank-account attached to the report of Mr. Stillings.)

1652 A. I made various deposits of confiscation-moneys into the bank of Clark, Gruber & Co. I recollect nothing more about this deposit than the memorandum I see on the paper purporting to be a transcript of the account of Clark, Gruber & Co. with the district court of the United States for the district of Kansas.

Q. From the nature of the deposit, and the circumstances and the time, can you state what this $3,121.80 was composed of?

A. Whatever money I deposited there were names arising from various confiscation cases in the U. S. district court.

Q. That was money of various confiscation cases also?

A. It was money of various confiscation cases.

Q. Did you deposit that money in the name of different funds, or in the name of the district court, or how did you deposit it?

A. Any confiscation-monies deposited in that bank by me were deposited simply as money arising from confiscation cases.

Q. From the amount of this deposit, $3,121.80, and the date, do you think, or was that sum composed of more than one fund? that is, the confiscation of many, or more than one person—was it the product of various confiscation cases, or just one?

1653 A. I have no doubt it arose from various confiscation cases.

Q. Can you state what cases?

A. I cannot. I can only say it arose from confiscation cases, and a number of them. In depositing money in that bank, that sum or any other sum, I simply deposited as confiscation funds, or money arising from confiscation cases, without reference to or attempting to show it was from this, or that, or a combination of cases.

Q. That was the rule you adopted with reference to all deposits?

A. Yes, sir; in reference to all confiscation cases.

Q. On November 2d, 1863, who was the proper officer of the court to serve notices on parties of any rule or order of the court?

(Mr. Green objected as incompetent.)

A. I know of no officer whose duty it was to serve any order or process from the court other than the marshal.

Q. You were marshal at that time?

A. Yes, sir.

(Witness was referred to the order in Mr. Stillings' report in reference to making Clark, Gruber & Co. the depository, on page 229 of said report.)

Q. Do you see that order of the court there?

1654 A. I see it.

Q. State what the date of it is.

A. July 6, 1873, is the date given here.

Q. State if you were marshal at that time.

A. I was.

Q. Did you serve that notice, or any copy of it, on Clark, Gruber & Co., or any member of the firm?

A. I did not.

Re-examination by H. T. Green:

Q. You say when you put money in the bank of Clark, Gruber & Co. that it came to your hands from various confiscation proceedings. Will you state during 1863 what monies you had collected in cases other than 140 & 141? If you knew the names of the parties, and the numbers of the cases, state them.

A. I collected on quite a number of cases other than 140 & 141, and also in 140 & 141. What cases I am not able to say; the numbers I am not able to give.

Q. Will you look at the papers now, and see in what cases other than 140 & 141 you did collect money, and give us the amount?

1655 A. I might take these papers and spend 2 or 3 days more in running them over, and approximate somewhere near the amount collected during the year 1863, and I might not. I can say this in giving my answer: I know that in the Cobb, Garnett, and a *m*ember of other cases I did collect; I am satisfied from memory I did also in 140 & 141 collect in some cases.

JAMES L. McDOWELL.

EDWARD S. BROWN, being called as a witness by Jas. W. English, and being by me first examined, continued, and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, deposes as follows:

Q. You are the claimant of this property involved in this controversy, are you not?

A. I made a loan to various persons in Kansas, and took bonds and mortgages to secure its repayment. I claim that the money on those bonds and mortgages is due to me; that no money was ever paid on said bonds and mortgages to the officers of the court has ever been paid to me, and that these bonds and mortgages involved in this controversy are still due and unpaid.

Q. Have you or not, since these confiscation cases numbered 140 and 141 were instituted, and since you instituted your proceedings

1656 to recover that money from the district court of the United States, with any of the debtors whose names appear among these files, made compromises or settlements; and, if yea, with which ones? Name them, and give a list of all you have settled and compromised with.

(Mr. Green objected as immaterial, irrelevant, incompetent, and forms no defense for these officers.)

A. Since the asking of the question, I remember, but it did not occur to me when asked the former question, that in the suit which I instituted to foreclose the mortgage executed by Marion Todd, W. S. Yohe compromised that claim with me, and paid me, I think, $800, with the agreement that any amount recovered on account of the Todd claim in these proceedings should be by me turned over to him, and that resulted in a settlement, and I quit the suit to foreclose the mortgage executed by Todd.

Q. You, then, have stated that as the only settlement of any of those claims that were condemned in cases 140 and 141, made by your with the debtors?

1657 A. That is the only claim that was compromised, and the only claim that was settled. The claim against Beeson is stated in the list of cases showing collections made by the officers in confiscation proceedings; that still remains unpaid between Mr. Beeson and myself; the former mortgage was released; a suit was instituted by my counsel, or

rather by the counsel of Beeson I should say, after the release of the mortgage by me, to recover the land from McNamora, and I am informed, without having seen those proceedings, that the land was recovered in that action. Mr. Beeson gave a note, which was assigned, and of which I am now entitled to the benefit. In the case of Washington Hays, the amount of money paid to the marshal, and which is reported in the list of cases, was less than the amount decreed to be paid. An order of sale was issued as late as 1869, and I am informed an amount of money, I don't recollect how much, was collected on that order. The same thing was done in the case of Squire Wade, and also in the case of Charles Ball. But in none of these cases was anything collected or re-
1658 ceived which is included in the amount reported by Mr. Stillings as to the marshals C. C. Whiting was marshal at the time these additional orders of sale were sent out. There has been no settlement between Mr. Whiting and myself, nor with the administratrix of Mr. Whiting, he having since died. Some portion of the monies thus collected have been paid to me; other portions remain unsettled.

Q. You say the Todd case was settled by you with some understanding between you and Mr. Yohe, who purchased the land of Todd; was that settlement in writing?

A. I am not sure. It may possibly be in writing.

Q. Did you make the settlement yourself, or was it done by your agent; and, if so, who was your agent?

A. The agreement with Mr. Yohe was made for the most part through the agency of Messrs. Green & Foster, my attorneys in Leavenworth. I had one personal interview with Mr. Yohe. I don't recollect whether the arrangement was concluded before my interview with Mr. Yohe or afterwards.

1659 Q. I understand you to say that in reference to that matter, no part of the money that was collected by the marshal and reported in Mr. Stillings' report was the basis of the settlement with Mr. Yohe, as assignee of Mr. Todd; am I correct in that?

A. My recollection is that we made the amount of the decree in the confiscation case the point from which we estimated the amount; it was a compromise of the liability of the land which Mr. Yohe had purchased from Mr. Todd to the mortgage executed by Todd & wife; the amount that may be recovered from the marshal, if anything, is to go to Mr. Yohe, no matter what that is. The compromise with Mr. Yohe discharged the land from liability, and he is to take anything that may be recovered on that claim. That was made subsequent to the institution of the suit to foreclose the mortgage executed by Todd and wife, in which Mr. Yohe was made a party.

Q. State whether in that arrangement you did or did not settle and relinquish any and all claim you held upon the land, and under
1660 the bond and mortgage which was claimed to have been forfeited in the confiscation case against Todd.

A. It was distinctly understood that any claim against the marshal for the payment of money by Todd in the confiscation case was to be turned over to Yohe, not released; that anything that may be recovered by me accrues to his benefit. That was one of the distinct features of the compromise.

Q. When was that settlement in reference to the time the chancery suit was instituted by you?

A. In November, 1870 or 1871; I don't remember certainly the date. I instituted suits to foreclose a great many of the mortgages—some 30 odd in number—and in those suits was the Todd mortgage. In that I

claim that the mortgages and bonds were not discharged by the confiscation proceedings. That was the suit compromised with Mr. Yohe.

Q. The suits of which you spoke are not the suit I am inquiring regard to. The suit I allude to is the chancery suit by you instituted against Delahay, Osborn, McDowell, and other officers of the
1661 court, which was dismissed on demurrer, as I understand. With reference to that suit, when was this compromise with Todd or Yohe made?

(Mr. Green objected as not the best evidence.)

A. In October, 1868, after that case had been to the circuit court and returned to the district court, I was permitted by Mr. Clark to look at his bank-books and to learn something about what had been done at his banking-house under the order of the court which designated his banking-house the depository for the money paid into the registry of the court under the 42d admiralty rule. Prior to that time, I had been refused all information in regard to the transactions of that banking-house.

(Mr. English objected that this is not answering the question.)

The witness resumed: I then instituted a chancery suit, in which I set out in the bill, and which I beleive to be true, that there had been complicity between the judge and officers of the court to appropriate to their personal use the fund which had been paid into the bank,
1662 and I sought an account of these funds. It was held, on the trial of that case, that that was not my proper remedy; that I should ask for an account in the district court, where the confiscation proceedings were pending. Following the view indicated by Judge Miller in that decision, I filed a petition in the district court for the appointment of a commissioner to take an account of these funds; but action was there delayed. Subsequent to that time, from the decision of the Supreme Court in the case of Pelham vs. Rose, I became satisfied that the confiscation proceedings were a nullity, and then instituted the suits to foreclose the mortgages mentioned in the preceding part of my examination, and subsequent to the institution of these suits I made the compromise with Yohe which I have mentioned.

(Mr. English desired the examiner to state that all the witness has said, except the simple answer to the question, is voluntarily made by him.)

Mr. Brown said: The question was in regard to the time in reference to these proceedings, and I have given this statement for the purpose of explaining the connection between those different proceedings
1663 as to the time the compromise was made.

Q. State whether you have not counsel present to aid and assist you in the cross-examination, when the proper time comes, in whom you have confidence.

(Mr. Green objected because this examination already shows who is counsel for Mr. Brown, and as a useless fling at the witness and his counsel.)

A. I am a practicing attorney and have counsel aiding me, and have had counsel in all these various proceedings. In regard to my confidence in my counsel, I do not consider it at all pertinent to anything involved in this case.

Q. With reference to the Beeson case, how much money did you receive on that case, or has been been received for you by your agents—I mean from Beeson or those representing the property that is mortgaged?

A. I saw Mr. Beeson and Mr. McNamora, who is said to be the pur-

chaser from the marshal, and understood from them that $500 had been paid to Marshal McDowell; but I have never received anything
1664 from Mr. McDowell, nor from Mr. Beeson, nor from Mr. McNamora, nor from anybody else on that claim. What I am entitled to remains unpaid from all of those persons.

Q. State whether or not you or your agents have received any note or notes, or obligation of any kind or description, from Beeson or McNamora, by which they stand pledged to you for the money secured by the mortgage claimed to have been forfeited in the confiscation proceedings.

(Mr. Green objected because we have not asked in our application, nor has Mr. Stillings reported, that Marshal McDowell is liable to Mr. Brown for a dollar of the money which the marshal received from Beeson or McNamora; nor are we asking to recover from the marshal or any officer of the court any of this money, and the report of Mr. Stillings shows that fact.)

A. The mortgage executed by Mr. Beeson was released and a note was executed by him; I do not remember the amount; I never saw the note. I am informed that a suit has been instituted in Atchison and judgment rendered for the amount due on the note. I am in-
1665 formed that the amount of the note given by Mr. Beeson is about $700.

Q. You say in your reply to the last question, you are informed. By that I understand you mean by your attorneys; am I correct?

A. Mr. Green is my attorney and I left the matter entirely to his management, and from him I derive the most of my information.

Q. In regard to the Washington Hays claim, did you receive any money, note, bond, or obligation of any kind, or did your agents or attorneys for you, in satisfaction of that claim?

A. I received from Washington Hays at the time I made the loan to him a bond for the money due on that loan and a mortgage to secure the payment. The amount collected on that claim, referred to by me in a former answer, was the balance which appeared to be due from the decree of the court, exclusive of anything that had been paid by him to the marshal. I did not embrace any signment of that matter at all. I have taken no bond, note, or mortgage from anybody except the
1666 bond and mortgage taken at the time of making the loan.

Q. Then with regard to Washington Hays, if I understand you correctly, there was no such settlement as took place with Todd and Beeson, that would or could be considered as a settlement of all your lien upon the land by him mortgaged to you since the confiscation proceedings were instituted.

(Mr. Green objected, because Edward S. Brown seeks to recover in these particular cases only that part of the money which was paid by these debtors to U. S. Marshal McDowell. Nor does Mr. Stillings' report charge him with anything except the money by him collected. And any balance which might remain unpaid by them we neither seek nor is it material to these parties to show whether they have paid it or not.)

A. I had no settlement with Hays and no compromise with him. Marshal Whiting, as I am informed, collected some money, as stated above, in addition to that which had been previously paid by him to the officers of the court, as reported in Mr. Stillings' report.

Q. With reference to Squire Wade, was there any settlement
1667 made with him after the confiscation proceedings were instituted; if so, what? That is to say, with reference to the reception of any note, bond, mortgage, or any obligation by you?

A. I never had any settlement with Squire Wade, or made any compromise with him. The proceedings in his case were similar to those in the case of Washington Hays.

Q. How was it with reference to the case of Charles Ball?

A. In the case of Charles Ball, there was never anything paid that I know of, to any officer of the court, nor any sale made in that case, and there is nothing charged against any of the officers on account of receipts in that case.

Q. Does this list, then, of Todd and Beeson contain a full list of all those debtors with whom you or your agents have made settlements, by which money, or notes, or bonds, or obligations have been given to you in satisfaction of your original notes and mortgages, claimed to have been forfeited in the confiscation proceedings?

(Mr. Green objected as immaterial to these officers.)

A. It does; there were no other claims than that of Todd,
1668 which has been compromised, as to anything paid the marshal or officers of the court, and that was that anything I might receive from the officers of the court should be turned over to Mr. Yohe. In the case of Mr. Beeson, there was no compromise that I know of in regard to the liability of Marshal McDowell for the money paid to him by McNamora. I make no claim for that money.

Cross-examination by C. W. Helm:

Q. Look at this list of parties from whom money has been collected in these confiscation cases by officers of the court, and state if you claim anything from any person outside of that list that Mr. Stellings has reported on as coming from officers of the court. I mean is this a complete list you claim on of the money collected and of the parties from whom collected?

(Mr. Green objected, as it is a question of law, and his petition shows what he claims, and it is immaterial to Mr. Clark what Mr. Brown may think about his rights.)

A. I do not know that I exactly comprehend the question; the
1669 debtors mentioned in this list, who made payments under the confiscation proceedings, paid the amounts, as far as I could ascertain, put down on this list to the several officers of the court, as shown in the report and in these proceedings. I may be entitled to recover these amounts. But against nearly all of these persons I now have chancery suits pending in the circuit court of the United States, in which I claim that these debtors are bound on their original bonds and mortgages; and whether I shall recover from these officers the money which they have received from these debtors, or whether I should recover from the debtors themselves in the equity suits which I have pending in the circuit court, I do not know. There are other persons not embraced at all in these proceedings who are indebted to me.

Q. See this list and look at every name on it, and see if you have made any compromise or settlement by the reception of money or any obligation from any one of these parties; and, if so, state what settlement it was, how much money you received, and if not money, what was received in settlement.

A. I have answered the question as far as I know in a previous
1670 part of my examination by Mr. English. If Mr. Helm will point out any person as to whom he wants information I will give him what I can.

Q. Please designate from Mr. Stillings' report the names of those against whom you have not brought chancery suits, whose names are

mentioned in said report as parties who had paid money to the officers of the court in the confiscation cases referred to.

(Mr. Green objected as immaterial.)

A. John S. Thompson is one of the persons in this list against whom I have no pending suit to foreclose the mortgage. I think there is another one on this list against whom I have no pending suit. I am not sure which one it is; the amount is small, and I thought not sufficient to give the court jurisdiction; and in the Todd case I have already explained. There are some persons embraced in the confiscation proceedings who are not in this list at all, and from whom no collections were made, as far as I know, by the officers of the court. One is a man by the name of Adkinson.

Q. Did you ever have a suit against Mr. Thompson?

A. I directed suit to be brought, but none has been brought. The amount was small.

1671 Cross-examined by H. T. Green:

Q. State, in the suits instituted to foreclose the mortgages where a claim of confiscation has been made, whether, so far, the right to proceed in those suits has been denied you by the court.

(Mr. Helm objected as incompetent, and because it speaks of matters that are not finished.

Mr. English objected, for the reason that the inquiry is as to matters which should properly appear of record in the circuit court of the United States or the court where these suits are pending, and the inquiry is as to the action taken by the court with reference to these transactions without producing the record.)

A. I have been asked about the proceedings in court during nearly all of my examination. In one of the suits for foreclosure, which was instituted as a test case, the circuit court for the district of Kansas ordered the bill to be dismissed at my costs, on the ground that I was entitled to those amounts from the officers of the court. That suit is now pending in the Supreme Court of the United States, as far as I am informed. I have not heard of any decision.

1672 (Mr. English then offered in evidence all the papers, documents, and records pertaining to confiscation proceedings in the U. S. district court, and all fee-bills in regard to confiscation cases, and everything pertaining to them.

Mr. Helm offered all the proceedings in the chancery cases referred to.

Mr. Green objected to this general offer of all the records, proceedings, and fee-bills as too general, no fee-bills having been produced, and especially to a fraudulent and forged fee-bill in journal B, page 319, which was not offered before Mr. Stillings, and which is interlined on said page at the date January 11, 1865, and which is entered in a different handwriting, as appears from the paper in a blank which was left on the old record, nearly 4 years after the date of the book in which it was written, and after the officers of the court had been ordered to bring the money into court, and was alluded to before Judge Dillon at the hearing of this case, and as he directed them clerk to send no copy to him for consideration till proof was taken of its genuineness.

Mr. English then, for Messrs. McDowell, Hanks, Osborn, Thomas, and Emery, aforesaid, announced his testimony closed.

1673 And Mr. Helm, for A. M. and M. E. Clark, announced his testimony closed.

Whereupon Mr. Brown announced the testimony for the defense closed.

There being no further testimony to be adduced before this examiner, this examination was adjourned sine die.)

I, H. C. Hollister, special examiner, duly appointed by the circuit court of the United States for the district of Kansas, a copy of whose order, issued on the 29th day of November, 1872, is hereto annexed, do hereby certify that on the several days named in the depositions hereto annexed I was attended, at the city of Leavenworth, State of Kansas, by the counsel and witnesses aforesaid. That the said witnesses were duly sworn and examined, and the depositions were reduced to writing and read to the witnesses and by them subscribed in my presence. And that the exhibits hereto attached were introduced in evidence in said cause during the taking of said depositions.

Dated Leavenworth, Kansas, March 27th, 1873.

H. C. HOLLISTER,
Special Examiner.

1674 Circuit court of United States, district of Kansas.

Decree, November term, 1872.

At a term of the circuit court of the United States of America in and for the district of Kansas, begun and held at Topeka, in said district, on Monday the 25th day of November, A. D. 1872.

On Friday, November 29, 1872—present, Hon. John F. Dillon and Hon. Mark W. Delahay, judges—the following proceedings were had and appear of record in words and figures as follows, to wit:

FRIDAY, *November* 29, 1872.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY. } 140 & 141.
(Edward S. Brown.)

This day this cause came on to be further heard on the petition of Edward S. Brown, and papers formerly read, and the report of Edward Stillings and the accounts and examination of witnesses returned therewith, and the exceptions of James L. McDowell, Thomas A. Osborn, C. J. Hanks, M. W. Delahay, James S. Emery, A. S. Thomas, Clark, Gruber & Co., and Robert Crozier, thereto; and having been argued
1675 by counsel for the respective parties and persons above named at a former term, and being by the court taken under advisement, and the court being now fully advised in the premises, doth overrule said exceptions, and doth order said report to be, and the same is hereby, confirmed as herein provided; and the court being of opinion, from the said report and evidence therewith submitted, moneys in these causes to which the petitioner, Edward S. Brown, is legally entitled have been withdrawn from the registry of the court in contravention of the 42 admiralty rule, and without due process of law, and that the court may enforce the return of said moneys by summary proceedings against the officers and persons who withdrew or held the same:

On consideration whereof the court doth adjudge, order, and decree that within thirty days from this date, into the Kansas Valley National Bank, which by order of this court, the 31st of May, 1871, was designated as the depository of all moneys in the registry of this court, that James L. McDowell, late marshal, do pay $11,646.04; that Thomas A. Osborn, late marshal, do pay $2,526.92, balance collected by him
1676 from debtors of Edward S. Brown, after deducting $399.27, his

fees in cases 140 & 141, and that he do pay the further sum of $3,820.48, amount withdrawn by him from the registry of the court; that John T. Morton, late clerk, do pay $162.18; that A. S. Thomas, clerk, do pay $152.64; that Robert Crozier, late district attorney, do pay $505.00; that A. L. Williams, late commissioner, do pay $30; that C. J. Hanks, late clerk, do pay $262.29, balance collected by him from debtors of Edward S. Brown, after deducting his fees in cases 140 & 141, and that he do pay the further sum of $2,142.85, amount withdrawn by him from the registry of the court; that J. S. Emery, late district attorney, do pay $1,285.67, amount withdrawn by him from the registry of the court; that E. C. K. Garvey, late commissioner, do pay $197.00, amount withdrawn by him from the registry of the court; that Austin M. Clark, Milton E. Clark, and E. H. Gruber, late partners under the style of Clark, Gruber & Co., do pay $932.20, amount withdrawn from the registry of the court, said several sums of money herein decreed to be paid by said officers, being money which came into their hands as such officers, as shown by the report of the said Stillings. The court at
1677 this time makes no further decree against Clark, Gruber & Co., holding that those who received said moneys are primarily liable; but right is reserved to any one interested in the event that the return of said moneys to the registry of the court cannot be enforced from persons receiving the same, to apply for further decree against Clark, Gruber & Co.

The court doth hereby appoint H. C. Hollister a special examiner to take testimony in this matter, and there is, notwithstanding the foregoing order, hereby reserved to James L. McDowell, Thomas A. Osborn, John T. Morton, C. J. Hanks. A. S. Thomas, Robert Crozier, Jas. S. Emery, A. L. Williams, E. C. K. Garvey, and Clark, Gruber & Co., the right, if they or any of them shall desire, to contest the amount appearing as aforesaid to be due from them, or any of them, as aforesaid, or their liability to restore said moneys to the registry of the court, to appear before the said examiner hereby appointed, and submit testimony in their behalf as herein provided, and petitioner as herein provided may also submit evidence in his behalf.

The said testimony shall be taken as follows: All the parties who
1678 desire to contest the amount appearing to be due from them as aforesaid shall appear at one and the same time, in person or in counsel, before the said examiner, at his office in Leavenworth, on the first Monday of January, 1873, and said testimony on their behalf shall be taken from day to day, and without delay, until the same is completed, and the same shall be closed within sixty days after the date last above named, and meanwhile, and for thirty days thereafter, the petitioner may also take testimony before the said examiner in his behalf, during which time and for ten days thereafter, the said officers and persons may take rebutting testimony, at the end of which time the testimony shall be closed.

The testimony already taken before the said Stillings shall be considered as testimony in the case, applicable to all the said persons and parties so far as it relates to them severally; but any of said parties may recall the said witnesses, and examine or cross-examine them further within the times aforesaid limited.

When the period for taking testimony as herein limited has elapsed,
the said special examiner shall immediately return all the evi-
1679 dence, papers, and documents to the clerk of this court, who is authorized and directed to open and file the same, and then to transmit the same to the special master hereinafter named.

The court doth hereby appoint Edmund T. Allen, esq., of St. Louis, Mo., a special master, whose duty it shall be to receive all of the said testimony, including that taken before the said Stillings and that to be taken before the said special examiner, and all the papers in the said causes numbers 140 & 141, and the other confiscation cases, and all exhibits and documentary evidence, and report to this court at the next term thereof, to be held on the first Monday of June next, what sums of money to which the petitioner, Brown, is entitled remained in the hands of the said McDowell, Osborn, Morton, Hanks, Crozier, Thomas, Emery, Williams, and Garvey, over and beyond their respective legal fees and charges, and valid allowances evidenced by the records of the court or other legal evidence.

The said special master shall also make report respecting the liability of the said parties, or any of them, to pay interest on any sums that may appear to be due from them.

1680 He shall also make report respecting the liability of the said Clark, Gruber & Co., or any other persons who shall be shown to have moneys to which the petitioner is entitled in their hands. Any of the said parties may submit a written or printed argument to the said special master upon the questions herein referred to him, to be prepared and delivered to him on or before the first day of May next, or they may appear in person or by counsel, at a day to be named by said special master, on or before the said first day of May next. In case of the death, absence, sickness, or refusal of the said Edmund T. Allen, of St. Louis, to act as such special master, the court doth hereby appoint Geo. W. Lubke, esq., of St. Louis, as such special master, who shall discharge the duties hereby devolved upon the master first named.

In case of the death, absence, sickness, or refusal of the said special examiner to act, H. J. Dennis is hereby appointed to act in his place.

UNITED STATES OF AMERICA,
District of Kansas, ss:

I, A. S. Thomas, clerk of the circuit court of the United States of
1681 America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of the proceedings of said court of decree rendered November term, 1872, of said court in the case of The United States vs. A Bond for $600 and other property.

Recorded on pages 272–275 of journal B, of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at my office in Topeka, in said district of Kansas, this 7th day of December, A. D. 1872.

[SEAL.] A. S. THOMAS, *Clerk.*

Costs—Examiner's fees.

60 days' attendance, @ $3	$180 00
390 folios writing, 20c	78 00
Filing 29 papers, 10c	2 90
Swearing six witnesses, 10c	60
52 orders of adjournment, 15c	7 80
Postage	36
Expressage	1 25
Taxing costs	1 00
	$271 91

1682 I, the undersigned special examiner, do hereby certify that all the checks which were produced in evidence before me are appended as exhibits to the testimony, and that in the papers transmitted by A. S. Thomas, clerk of the circuit and district courts of the United States for the district of Kansas, no checks were enclosed with the testimony taken before Mr. Stillings. And I further certify that I have transmitted to said A. S. Thomas all the papers I ever received from him.

H. C. HOLLISTER,
Special Examiner.

LEAVENWORTH, KANSAS, *March* 31, 1873.

1683 *Exhibits given in evidence in the case of The United States vs. A Bond for* $600 *and other property, before H. C. Hollister, special examiner.*

EXHIBIT A.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY.

The said Austin M. Clark and Milton E. Clark, protesting that the order as to them herein was entered under a mistake, and is a clerical error, and that the court has acquired no jurisdiction as against them in the matters herein, and that the examiner and referee herein have no jurisdiction or power as to them in said matters hereby under their special appearance herein, and notify all parties herein that they will, for the reasons aforesaid, by special appearance, move the court, at its next term, to set aside and vacate said order as to them.

AUSTIN M. CLARK,
1684 MILTON E. CLARK,
CHAS. W. HELM,
Their Attorney & Solicitor.

(Endorsed:) The United States vs. A Bond for $600.00. Special appearance, notice, & protest of Austin M. Clark & Milton E. Clark. Filed Jan. 6, 1873. H. C. Hollister, special examiner.

A.

Received of James L. McDowell, late U. S. marshal for the district o Kansas, seven thousand five hundred and ninety-two $\frac{31}{100}$ dollars ($7,592.\frac{31}{100}$ *dollars,*) which, according to McDowell's statement, is in full of confiscation monies collected by him now due to the United States.

C. J. HANKS,
Clerk U. S. District Court.

TOPEKA, KANSAS, *August* 6, 1864.

(Endorsed:) Recei't. C. J. Hanks, *C. U. S. D. C.*, 7,592.31.

1685 TOPEKA, KANSAS, Dec'r 1st, 1864.

B.]

Rec'd of James L. McDowell, U. S. marshal, five hundred and ninety five dollars and fifteen cents.

C. J. HANKS,
Clerk U. S. Court, Dist. Kansas.

C.] TOPEKA, KANSAS, *September* 25, 1865.

HON. J. L. MCDOWELL,
Leavenworth City, Kansas:

SIR: Yours of the 22d inst., containing one hundred dollars to apply upon a judgment in U. S. D. C. in favor of U. S. in bond for $600 et al. to Brown from D. C. &. R. A. Davis, duly received.

Respectfully, your ob't servant,

A. S. THOMAS,
Clerk U. S. D. C. for Dist. of Kansas.

1686 D.]

TOPEKA, *August* 6, 1864.

CLARK & CO.:

[Int. rev. bank ch'k cancel'd.]

Out of funds of U. S. D. C. in your hands pay to James L. McDowell, late U. S. marshal, twenty-nine hundred and forty-six $\frac{96}{100}$ dollars, being balance of fees due him as U. S. marshal in confiscation cases.

Attest: MARK W. DELAHAY, *Judge.*
C. J. HANKS,
Clerk U. S. Dist. Court.

(Endorsed:) Received amount in full of within check, August 6, 1864.
JAMES L. MCDOWELL.

E.] TOPEKA, KANSAS, *August* 6, 1864.

CLARK & CO.:

[Int. rev. bank ch'k cancel'd.]

Pay to James L. McDowell, late U. S. marshal, out of funds of U. S. D. C. in your hands, eighteen hundred and ninety $\frac{15}{100}$ dollars, being for expenses of April term U. S. D. C., ordered paid out of this fund by Judge Delahay.

Attest: MARK W. DELAHAY, *Judge.*
C. J. HANKS,
Clerk U. S. Dist. Court.

1687 (Endorsed:) Received amount in full of within check. August 6, 1864.

JAMES L. MCDOWELL.

F.

The United States to James L. McDowell, U. S. marshal, for fees in confiscation cases, printers' fees and other expenses in said cases in full to date, and being fees earned after October term, 1873, *and not included in those fees allowed and ordered to be paid in April,* 1864, *by the U. S. D. court*

United States vs. A Bond for 600. (I. Bosley et al.:)

To appraising	1 50	
" appraisers	1 50	
" mileage appraisement, 60	6 00	
" " warrant, 110	11 00	
" service	3 00	
" advertising	2 50	Deduct 23.00, allowed before.
" attempting to sell	2 50	

	" printer's charge	7 50	
	" service alias order	3 00	
	" mileage on same, 110	11 00	
	" advertising	2 50	
	" printer's charge	7 50	
	" percentage, 900, 1½	13 50	
			73 00
	Same vs. Same. (M. Todd:)		
	" appraising, 2nd order	1 50	
	" appraisers	2 00	
	" miles on appraisement, 60	6 00	
1688	" service-writ, 2nd	3 00	
	" miles on 2nd, 120	12 00	
	" printer's fees	7 50	
	" advertising	2 50	
	" miles, 1st writ, 120	12 00	
	" service	3 00	
	" per cent., $550, at 1½	8 25	
			57 75
			130 75
	To amount forward		130 75
	Same vs. Same. (R. L. Merchant:)		
	To appraising	1 50	
	" appraisers' fees	1 50	
	" miles on same, 60	6 00	
	" service-order	3 00	
	" advertising	2 50	
	" attempting to sell	2 50	
	" printer's fees	7 50	
	" percentage, $400, 1½	6 00	
	" mileage on order, 120	12 00	
			42 50
	Same vs. Same. (Jas. M. Calvert:)		
	" appraising	1 50	
	" appraisers' fees	1 50	
	" mileage on same, 60	6 00	
	" service-writ	3 00	
	" mileage on same	12 00	
	" advertising	2 50	
	" attempting to sell	2 50	
	" percentage	16 50	
	" printer's charge	7 50	
			55 00
1689	Same vs. same. (Lawrence Kennedy:)		
	To percentage on 700	10 50	
			10 50
	Same vs. same. (D. C. Davis:)		
	To percentage on $100	1 50	
			1 50
			238 25
	To amount forward		238 25

Same vs. same. (J. Stephens:)			
" appraising	1 50		
" appraisers	1 30		
" mileage on same, 50	5 00		
" mileage on order, 100	10 00	Deduct 22.11, charged before.	
" service of order	3 00		
" advertising	2 50		
" printer's charge	7 50		
" percentage 143.68	4 31		
			35 11
Same vs. same. (G. W. Larrison:)			
To appraising	1 50		
" appraisers' fees	3 20		
" mileage on same, 80	8 00		
" service-writ	3 00		
" mileage on same, 120	12 00		
" advertising	2 50		
" attempting to sell	2 50		
" printer's fees	7 50		
" service alias order	3 00		
1690 " miles, 120	12 00		
" advertising	2 50		
" selling, attempt to	2 50		
" printer's fees	7 50		
" 2nd appraisers	2 00		
" " apprais'ment	2 50		
" mileage on same, 60	6 00		
			78 20
			$351 56
To amount forward			351 56
Same vs. same. (Israel Oliphant:)			
" appraising	1 50		
" appraisers' fees	1 50		
" mileage on same, 50	5 00		
" service-writ	3 00		
" mileage on same, 100	10 00		
" advertising	2 50		
" attempting to sell	2 50		
" printer's fees	7 50		
" service alias order	3 00		
" mileage, 100	10 00		
" advertising	2 50		
" attempting to sell	2 50		
" printer's fees	7 50		
" second appraisement	1 50		
" " appraisers	2 25		
" mileage on same	6 00		
			68 75
Same vs. same. (Isaac Blessing:)			
To appraising	1 50		
" appraisers' fees	1 90		
" mileage on same, 60	6 00		

1691	" service-writ	3 00		
	" mileage on same, 112	11 20		
	" advertising	2 50		
	" selling	2 50		
	" commission	11 28		
	" printer's fees	7 50		
	" deed	8 00		
				55 38
				475 69
	To amount forward			475 69
	Same vs. Same. (Charles Ball:)			
	" mileage, 1st writ, 110	11 00		
	" service	3 00		
	" appraising	1 50		
	" appraisers' fees	2 50		
	" mileage	6 00		
	" advertising	2 50		
	" attempt to sell	2 50		
	" printer's fees	7 50		
	" service alias order	3 00		
	" mileage on same, 110	11 00		
	" advertising	2 50		
	" attempt to sell	2 50		
	" printer's fees	7 50		
	" 2nd apprais'ment	1 50		
	" " appraisers	1 75		
	" mileage on same, 55	5 50		
				71 75
1692	Same vs. Same. (Hancock:)			
	To service-writ, 110	11 00	Deduct 14.10, charged before.	
	" mileage on same	3 00		
	" per cent., $307	4 60		
				18 60
				566 04
	Same vs. Same. (Challass:)			
	To per cent. 1½ on $2,474.77	37 12		37 12
				$603 16
	To amount forward			603 16
	Same vs. Same. (D. D. Hendricks et al.:)			
	" appraising	1 50		
	" appraisers	1 50		
	" miles on same, 55	5 50		
	" service-order	3 00		
	" miles on same, 110	11 00		
	" advertising	2 50		
	" attempting to sell	2 50		
	" printer's fees	7 50		
	" service alias order	3 00		

	" miles on same	11 00		
	" advertising	2 50		
	" attempting to sell	2 50		
	" printer's charge	7 50	Deduct 59.00, charged before.	
	" 2nd appraisement	1 50		
	" " appraisers	1 75		
	" miliage on same, 55	5 50		
				70 25
1693	Same vs. Same. (L. Deins:)			
	To appraising 2nd writ	1 50		
	" appraisers' fees	3 50		
	" miliage on same, 60	6 00		
	" service of order	3 00		
	" miliage on same, 124	12 40		
	" advertising	2 50		
	" selling	2 50		
	" commission	11 13		
	" deed	8 00		
	" printer's fees	7 50		
	" service 1st writ	3 00		
	" miliage on same, 124	12 40		
				73 43
				$746 84
	To amount forward			746 84
	Same vs. Same. (Isaac S. Hascall:)			
	To 2 appraisings	3 00		
	" fees 2 set appraisers	3 50		
	" miliage on same, 70	7 00		
	" service-writ	3 00		
	" miles on same, 110	11 00		
	" advertiseing	2 50		
	" selling	2 50		
	" commission	12 00		
	" 2 deeds	16 00		
	" printer's charges	10 00		
	" service alias writ	3 00		
	" miles on same, 110	11 00		
	" advertising	2 50		
	" selling	2 50		
1694	" commissions	4 65		
	" deed	8 00		
	" printer's charges	7 50		
	" 2d appraising	1 50		
	" appraisers	1 50		
	" mileage on same	5 50		
	" pluriw's order service	3 00		
	" miles, 110	11 00		
	" advertising	2 50		
	" attempting to sell	2 50		
	" printer's charge	7 50		
				144 65

Same vs. Same. (W. Hays:)

To service order	3 00	Deduct 5.00, charged before.	
" mileage, 50	5 00		
			8 00
			$899 49
To amount forward			899 49

Same vs. Same. (A. I. Sorts et al.:)

To 2 appraisings			3 00
" 2 set appraisers			5 00
" miles on same, 50	5 00		
" service-writ	3 00		
" miles on same, 120	12 00		
" advertising	2 50		
" selling, 2	5 00		
" 2 deed	16 00	Deduct 63.71, charged before.	
" per cent	6 21		
" printer's charge	7 50		
			57 21

1695 Same vs. Same. (Thos. Duncan et al.:)

To appraising	1 50		
" appraisers' fees	1 50		
" miles on same, 50	5 00		
" service writ	3 00		
" miles on same, 100	10 00		
" advertising	2 50		
" attempt to sell	2 50		
" printer's charge	7 50		
" service alias order	3 00		
" miles on same, 100	10 00		
" advertising	2 50		
" attempt to sell	2 50		
" printer's charge	7 50		
" 2nd appraising	1 50		
" " appraisers	1 50		
" mileage on same, 50	5 00		
			$67 00
			$1,031 70
To amount forward			$1,031 70

Same vs. Same. (Jas. Buson:)

To appraising	1 50
" appraisers' fees	1 75
" miles on same, 50	5 00
" service order	3 00
" miles on same, 120	12 00
" advertising	2 50
" attempting to sell	2 50
" printer's fees	7 50
" service 2nd order	3 00

	" miles on same, 120	12 00		
1696	" advertising	2 50		
	" selling	2 50		
	" commission	12 00		
	" deed	8 00		
	" printer's charge	7 50		
				83 25

Same vs. Same. (J. Stewart:)

To serving execution	3 00	{ Deduct 14.20, charged.	
" miles on same, 112	11 20		
			14 20

Same vs. Same. (Rothwell:)

To serving order	3 00	
" miles on same, 112	11 20	
		14 20
		1,143 35

To amount forward 1,143 35

Same vs. Same. (Rothwell:)

To appraising	1 50	
" appraisers	1 50	
" miles on same	5 00	
" service writ	3 00	
" miles on same, 110	11 00	
" advertising	2 50	
" attempt to sell	2 50	
" printer's charge	7 50	
" appraisers, 2nd	1 75	
" apprais'ment "	1 50	
" miles on same, 50	5 00	
		42 75

1697 Same vs. Same. (Rothwell:)

To per cent. on $700	10 50	
		10 50

Same vs. Same. (Edward:)

To percentage on	8 07	
" printers, 3 advertisements.	7 50	
" 3d advertising	2 50	
		18 07

United States vs. Lot 3, 4, 5, & 6, in block 12. (P. Maxwell:)

To selling	2 50	
" deed	8 00	
" per cent	60	
		11 10
		1,225 87

To amount forward 1,225 87

Same vs. Solomon Webb:

To serving execution	3 00	
" mileage on same.....	10 00	
		13 00

Same vs. S. M. Webb:

To serving execution	3 00	
" miles on same.....	10 00	
		13 00

Same vs. Jas. Webb:

To serving execution	3 00	
" miles on same.....	10 00	
		13 00

1698 Same vs. James N. Todd:

To service order	3 00	
" miles one way, 55	5 50	
" advertising	2 50	
" printer's charge	5 00	
		16 00

Same vs. E. Stiles:

To service writ.	3 00	
" miles, 2	20	
" advertising twice	5 00	
" selling	2 50	
" printer's charge.....	10 00	
" per cent. $525.00.....	15 75	
	$36 45	36 45
		$1,317 32

To amount forward..... 1,317 32

Same vs. S. W., 19, 25, 25, 24, 25, 22; S. E. 22, 25, 24. (Bullock:)

To serving atty.'s warrant, 2..	6 00	
" miles on same, 132.....	13 20	
		19 20

Same vs. S. E., 20, 23, 24. (Wesson:)

To serving atty.'s warrants...	3 00	
" mileage on same, 250	25 00	
		28 00

Same vs. N. W., 24, 25, 22. (Arnett:)

To serving writ, atty.'s w't...	3 00	
" mileage on same, 252	25 20	
		28 20

1699 Same vs. N. E., 11, 24, 25:

" serving atty.'s w't, 1.....	3 00	
" miles on same, 295.....	29 50	
		32 50

Same vs. S. E., 13, 25, 24. (Odain:)

To serving atty.'s warrant, 1..	3 00	
" miles on same, 240.....	24 00	
		27 00

Same vs. N. W., 24, 10, 16. (Kennedy:)		
To serving atty.'s warrant, 1..	3 00	
" miles on same, 94	9 40	
		12 40
Same vs. N. W., 21, 25, 25. (Brantly:)		
To serving atty.'s warrant....	3 00	
" miles on same, 240.....	24 00	
		27 00
		1,491 62
To amount forward.....		$1,491 62
Same vs. 2 horses et al.:		
To service writ.....	3 00	
" miles on same, 156.....	15 60	
" 2 advertisements	10 00	
" " advertising	5 00	
" " sellings.....	5 00	
" keeping cattle, 2½ mo..... (15 cattle & 2 horses.)	65 00	
" paid for driving and feeding	17 50	
" percentage	8 22	
		129 32
1700 Same vs. Lots 1, 2, 3, 4, 5, 6, 7, 8, block 7, W. Marysville. (Buts:)		
To serving warrant.....	3 00	
" miles	14 40	
" advertising	2 50	
" selling	2 50	
" commission.....	2 65	
" deed	8 00	
" printer's fees	5 00	
		38 04
Same vs. N. W., 4, 17, 25. (Wheeler:)		
To serving warrant.....	3 00	
" miles on same, 1 way, 72..	7 20	
" advertising.....	2 50	
" printer.....	5 00	
		17 70
		$1,676 88
To amount forward.....		1,676 88
Same vs. S. ½ N. W., 19, 26, 24. (Cook:)		
To serving atty.'s w't.....	3 00	
" mileage on same, 250.....	25 00	
		28 00
Same vs. Lot 11, block 5, Ft. Scott. (Bullock:)		
To serving atty.'s warrant ...	3 00	
" miles on same, 220.....	22 00	
		25 00

Same vs. W. ½ S. E., 32, 4, 2. (Kelley:)		
To serving warrant, 2	6 00	
" miles, 140	14 00	
" advertising	2 50	
" printer's fees	10 00	
		32 50
1701 Same vs. Lot 1, block 106, et al., Atchison. (Shields:)		
To serving warrant, 2	6 00	
" miles, 112	11 20	
" advertising	2 50	
" printer's charge	10 00	
		29 70
Same vs. N. ½, 29, 9, 9. (Grippin:)		
To serving atty.'s warrant	3 00	
" miles on same, 120	12 00	
" serving warrant, 2	6 00	
" miles on same, 110	11 00	
" to advertising	2 50	
" to printing	10 00	
		44 50
		$1,836 58
To amount forward		$1,836 58
Same vs. Lots 10, 12, 8, W. avenue, Topeka, et al. (McDane:)		
To serving atty.'s warrants, 5	15 00	
" miles, 6	60	
" serving warrant, 2	6 00	
" miles, 2	20	
" advertising	2 50	
" printer's fees	10 00	
		34 30
Same vs. Lots 20, 22, 24, 205, 207, 209, et al., Topeka. (Thomas:)		
To serving atty.'s writ, 27	81 00	
" miles serving, 6	60	
" serving warrants, 2	6 00	
" miles, 6	60	
" advertising	2 50	
" printer's fees	12 50	
		103 20
1702 Same vs. W. ½ S. E., 1, 12, 16, (Costtrman:)		
To serving atty.'s warrant	3 00	
" miles, 12	1 20	
" serving warrants, 2	6 00	
" miles, 12	1 20	
" advertising	2 50	
" printers	10 00	
		23 90
		1,997 98
To amount forward		1,097 98

Same vs. N. E., 6, 12, 17, et al, (D. W. Hunter:)

To serving atty.'s warrants, 2.	6 00	
" miles, 24	2 40	
" serving warrants, 2	6 00	
" miles, 24	2 40	
" advertising	2 50	
" printer's charge	10 00	
		29 30

Same vs. S. W., 28, 10, 17. (Wm. Hunter:)

To serving atty.'s warrant	3 00	
" miles on same, 24	2 40	
" serving warrants, 2	6 00	
" miles on same, 24	2 40	
" advertising	2 50	
" printers	10 00	
		26 30

Same vs. S. E. 23, 12, 17, (McKinney:)

To serving atty.'s warrant, 1.	3 00	
" miles on same, 24	2 40	
" serving warrant, 2	6 00	
" miles on same, 24	2 40	
" advertising	2 50	
" printers	10 00	
		26 30
		$2,079 88

1703 To amount forward $2,079 88

Same vs. N. W. 34, 11, 17, (Todd:)

To serving warrant, atty.'s	3 00	
" miles, 12	1 20	
" serving warrants	6 00	
" miles, 12	1 20	
" advertising	2 50	
" printer's fees	10 00	
		23 90

Same vs. S. E. 20, 12, 17, (McTires:)

To serving atty.'s warrant	3 00	
" miles, 24	2 40	
" serving warrants, 2	6 00	
" miles, 24	2 40	
" advertising	2 50	
" printers	10 00	
		26 30

Same vs. Lot 1, block 3, et al., (W. R. W. Cobb:)

To serving atty.'s warrants, 4.	12 00	
" mileage, 60	6 00	
		18 00
		$2,148 08

Deduct following amts. before taxed	23 00	
Bosleys	23 00	
Stephen	22 11	
Hancock	14 10	
Hendricks	59 00	
Hays	5 00	
Stoots	63 71	
Stewarts	14 20	
		201 12
		$1,946 96

Over—

1704 I certify that this latter sum is due me over and above all sums heretofore allowed me by the court, and that no portion of this account has been heretofore allowed me, and that the foregoing account is in full of all fees due me in confiscation cases from the United States, May 24th, 1864.

(Signed) JAMES L. McDOWELL,
U. S. Marshal.

I respectfully ask the hon. judge of the U. S. district court to allow me the foregoing fees and order them to be paid.

(Signed) JAMES L. McDOWELL,
U. S. Marshal.

I have examined the above fee-bill, and the same to be correct, and I hereby approved the same.

(Signed) MARK W. DELAHAY, *Judge.*

(Endorsed:) Marshal, printer's fees, & other expenses, confiscation cases, in full to May 24, 1864.

1705 MAYOR'S OFFICE,
"G."] *Leavenworth, Kansas, August 6th*, 1864.

Amt. of confiscation monies collected by James L. McDowell, U. S. marshal, after October term, U. S. D. C., 1863, (settled in full at that term.)

Amt. paid F. G. Adams, former clerk	4,129 80	
Acct. allowed by court, (acct. in hands of Hanks)	1,000 00	
" " " May term	1,946 96	
Expenses paid April term, '64, out of confiscation money, by order of court	1,890 15	
		8,966 91
		$2,755 20

Statement of acct. as settled with C. J. Hanks, clerk, D. C., August 6th, 1864.

JAMES L. McDOWELL,
Ex. U. S. Marshal.

1706 "H."

The United States in account-current with James L. McDowell, United States marshal for the district of Kansas, for the expenses of the United States district court held at Topeka, Kansas, April term, 1864.

DR.		CR.
Grand jurors, abstract No. 1	$391 50	
Petit jurors, abstract No. 2	550 20	
Witnesses, abstract No. 3	342 10	
Marshals, abstract No. 4	704 44	
Jailer, abstract No. 4	144 35	
Contingent expenses, abstract No. 6	388 20	
2 per cent. on amt., less abstract No. 4	35 00	
April term, 1863, suspended accounts corrected	608 26	
2 per cent. on suspended accts., less those belonging to abstract No. 4	6 19	

James L. McDowell, United States marshal for the district of Kansas, being duly sworn, deposes and says that he has in good faith paid the several sums of money mentioned in the foregoing account to the several persons entitled to the same, for the purposes therein stated, and particularly specified in the abstracts and vouchers accompanying the same.

(S'g'd) JAMES L. McDOWELL,
United States Marshal, Dist. of Kansas.

[5-cent revenue-stamp.]

1707 Sworn to and subscribed before me this 8th day of July, 1865, and examined and approved, and ordered to be paid.

(S'g'd) MARK W. DELAHAY,
United States Judge.

"I."

No. 20472.] TREASURY DEPARTMENT,
FIRST AUDITOR'S OFFICE,
August 5th, 1865.

I hereby certify that I have examined and adjusted an account between the United States and James L. McDowell, late United States marshal for the district of Kansas, and find that he is chargeable—

To balance due from him per report No. 19147		$8,890 55
		8,890 55

I also find that he is entitled to credit—

By amount of his compensation for attendance, travel, and costs for October & November terms, 1863, and April and May terms, 1864, of the United States courts		$2,007 02
By disburs'ments for expenses of said courts—		
For witnesses, attendance & travel	$1,363 35	
For jurors " " "	2,515 30	
For expenses of prisoners	385 15	
" contingencies	746 65	
		5,010 35

	By commissions on 5,010.35, at 2 per cent	100 20
1708	By suspensions per report No. 16826, now allowed ..	548 35
	By leaving a balance due to the United States of	1,224 63
		8,890 55

As appears from the statements and vouchers herewith transmitted for the decision of the Comptroller of the Treasurer thereon.

T. L. SMITH,
First Auditor.

To the FIRST COMPTROLLER OF THE TREASURY.

To the above balance	$1,224 63
Add as per amended statement	110 87
Corrected balance, due United States	1,335 50

COMPTROLLER'S OFFICE.

I admit and certify the above corrected balance this 11th day of August, 1865.

(Signed) R. W. TAYLER, *Comptroller.*

To the REGISTER OF THE TREASURY.

"J."

TREASURY DEPARTMENT,
FIRST COMPTROLLER'S OFFICE,
Sep. 11, 1865.

SIR: The balance due from James L. McDowell, late marshal of Kansas, per last adjustment, report 20472, was $1,335 50

There has since been covered to his credit for balance of salary $14 84

And he has deposited in the Treasury 794 71

809 55

Leaving 525 95

1709 Which is the amount of commissions on disburs'ments & credited, and which is now to be allowed to close his account.

Very respectfully,

(Signed) WM. HEMPHILL JONES,
Acting Comptroller.

THOMAS L. SMITH, Esq.,
First Auditor of the Treasury.

"K."

No. 21701.] TREASURY DEPARTMENT,
FIRST AUDITOR'S OFFICE,
November 20, 1865.

I hereby certify that I have examined and adjusted an account between the United States and James L. McDowell, late marshal for the district of Kansas, and find that he chargeable—

To balance due from him, per report No. 20472	1,335 50
	1,335 50

I also find that he is entitled to credit—

By warrant, in favor of the Treasurer, No. 99, dated August 1st, 1865	$14 84
No. 175, dated 13th November, 1865	794 71
By commissions on disbursements, now allowed as per letter of the Comptroller of the Treasury herewith	525 95
	1,335 50

1710 As appears from the statement and voucher herewith transmitted for the decision of the Comptroller of the Treasury thereon.

(S'g'd) *F.* L. SMITH,
First Auditor.

To the FIRST COMPTROLLER OF THE TREASURY.

COMPTROLLER'S OFFICE.

I admit and certify the above account this 22nd day of November, 1865.

R. W. TAYLER,
Comptroller.

To the REGISTER OF THE TREASURY.

"L."

159.	Filed May 24, '64			176 77
159.	" " 23, "			13
"	" " "			26
166.	" " 24			139 53
165.	" " 23 & 25			53 71
163.	" April 23			33
156.	" May 25			36 45
170.	" " "			32 50
171.	" " 23			29 70
172.	" " 14			29 50
173.	" " 14			18 70
174.	" " 14			20 90
175.	" " 14 & April 23			100 70
176.	" " 14			19 70
177.	" " 14			20 90
"	" April 23			5 40
	148.	" May 14		19 70
1711	179.	" " 14 & April 23		26 20
	180.	" " 14		33 30
Brown.	" " 24			70 52
"	" " "	16		38 45
Olip.	" " 26			26 50
Edwards.	" " 16			88 75
Ball.	" " 16			57 50
Hendricks.	" " 16			61 80
Larison.	" " 16			67 70
Hascall.	" " 24			127 65
Bothwell.	" " 25			31 30
Beeson.	" " 25			80 75
Todd.	" " 25			45 25
Merchant.	" " 25			43 11
Rothwell.	" " 25			34 50
Duncan.	" " 16			57 50
				$1,606 94

"M."

Account of confiscation-money collected by James L. McDowell, U. S. marshal, from and after October term of U. S. D. C. to present date.

Bosley	case	900 00	McLane	case	100 00
Todd	do	550 00	Maxwell	do	20 00
Merchant	do	441 00	Cobb	do	200 00
Kennedy	do	700 00	Twiney	do	337 00
Calvert	do	467 00	Dove	do	23 00
Stephens	do	143 68	Stiles	do	215 00
1712 Blessing	do	376 00	Todd	do	153 55
Davis	do	95 00	McCarty	do	213 00
Challess	do	2,474 74	Stwart	do	36 00
Dien	do	374 00	McLemase	do	100 00
Scott	do	342 19	Kelser	do	282 70
Hascall	do	555 75	Ish	do	114 00
Hancock	do	307 00	Beets	do	88 00
Rothwell	do	420 00	Easley	do	521 00
Storts	do	207 00	Cobb	do	27 50
Beeson	do	400 00			2,430 75
Edwards	do	538 00			
		9,291 36			
		2,430 75			
		11,722 11			

Amounts paid clerk:

Challass	case	2,474 74
Scott's	do	342 19
Davis	do	97 87
Hancock	do	307 00
Over—		
Calvert	case	467 00
Merchant	"	441 00
		4,129 80

Amt. of confiscation-monies collected by James L. McDowell, U. S. marshal, after October term U. S. D. C., 1863, (settled in full at that time,)		11,722 11
1713 Amt. paid F. G. Adams, former clerk	4,129 80	
Acct. allowed by court. (Acct. in hands of Hanks)	1,000 00	
" " " " May term	1,946 96	
Expenses paid, April term, '64, out of confiscation-money by order of court	1,890 15	
		8,966 91
		82,755 20

Statement of account as settled with C. J. Hanks, clk. U. S. D. C., August 6, 1864.

(Signed) JAMES L. McDOWELL,
Ex. U. S. Marshal.

Monies paid out at court, per order of court, April term, 1864.

Grand jurors	391 50
Petit "	550 20
Witnesses	330 90
Guards, court, & conveying prisoners	203 00
Board & clothing & medical attendances, prisoners	139 35
Bailiff & criers	142 00
Contingent expenses	130 20
	$1,890 15

Ordered by the court to be paid out of confiscation-money in hands of marshal.

(Endorsed:) Confiscation settlement.

1714 J. A.] UNITED STATES OF AMERICA.

R. T. B.] TREASURY DEPARTMENT,
December 11th, 1871.

Pursuant to the act of Congress of the 22nd February, 1849, I hereby certify that the annexed are true copies of the original returns of fees and emoluments for the year 1863, rendered by James L. McDowell, U. S. marshal for the district of Kansas, now on file in this Department.

In witness whereof I have hereunto set my hand, and caused the seal of the Treasury Department to be affixed, on the day and year first above written.

[SEAL.] GEORGE S. BOUTWELL,
Secretary of the Treasury.

(Blank for emolument return, to be filled up when a return is due, and forwarded to the Secretary of the Interior with the necessary vouchers. Should the return be verified before any officer other than a judge or clerk of a United States court, the additional certificate of authentication should be appended as the printed instructions of June 1, 1857, require. Similar blanks will be furnished hereafter for each semi-annual return.)

[NOTE.—No advance can be made to any U. S. marshal for the expenses of the courts, nor can any money be paid to him on account of his fees or per diems while his emolument-return is in arrears.]

Return of fees and emoluments of James L. McDowell, marshal of the United States for the district of Kansas, from January 1st, 1863, to June 30th, 1863, and of moneys paid out by him during same period for the services of his deputies and for his office expenses; also, of the receipt or non-receipt of fees and emoluments previously returned by him as "not received."

	Dollars.	Cents.
First. District court:		
Fees and emoluments earned from the United States.....received	1,448	32
Do.....do.....do.....do..confiscation fees earned....not received	910	21
Fees and emoluments earned from individuals.....received		
Do.....do.....do.....do.....not received		
Second. Circuit court:		
Fees and emoluments earned from the United States.....received	62	92
Do.....do.....do.....do.....not received		
Fees and emoluments earned from individuals.....received	29	60
Do.....do.....do.....do.....not received	193	28
Third:		
Fees and emoluments earned in the pursuit of or arrest of persons charged with crime, and on examinations before United States commissioners.....received	520	38
Do.....do.....do.....do.....do.....not received		
Fourth:		
Fees and emoluments earned in the performance of any service enumerated in the act of February 26, 1853, or any duty imposed by any other existing provision of law not herein otherwise stated.....received	40	
Do.....do.....do.....do.....do.....not received		
Fifth:		
For commissions on disbursements	92	70
Sixth:		
For salary during same period	100	
Total gross emoluments earned by marshal and deputies	3,397	41

RECAPITULATION OF FEES AND EMOLUMENTS.

First. By the marshal:		
Earned from the United States	received	1,309 76
Do do do	not received	187 59
Earned from individuals	received	29 60
Do do	not received	107 28
Second. By Deputy John H. Ortman:		
Earned from the United States	received	221 64
Do do do confiscation	not received	404 20
Earned from individuals	received	
Do do	not received	20
Third. By Deputy Charles C. Whiting:		
Earned from the United States	received	141 19
Do do do	not received	
Earned from individuals	received	
Do do	not received	20
Fourth. By Deputy Warren S. Williams:		
Earned from the United States	received	124 88
Do do do	not received	18
Earned from individuals	received	
Do do	not received	
Fifth. By Deputy Chas. Briggs:		
Earned from the United States	received	98 99
Do do do	not received	
Earned from individuals	received	
Do do	not received	
6th.—By Deputy H. C. Williams, earned from U. S	rec'd	15
7th. " " D. Carmichael confiscation	not rec'd	231 20
8th. " " W. G. Quinby	received	68 30
9th. " " Wm. Sanders	do	11 40
10th. " " Wm. P. Miller earned from U. S	do	89 56
" " " do confiscation	not rec'd	58 10
11th. " " W. R. Dutton, confiscation	do	28 20
12th. " " H. M. Robinson, earned from U. S	paid	7
Do do	not rec'd	27
13th. " " Wm. Mewhinney do	rec'd	93 64
Do do	not rec'd	7
14th. " " G. W. Bushmore do	rec'd	27 68
Do do	not rec'd	5 20
15th. " " D. A. Hook do	rec'd	21 58
16th. " " C. C. Blodgett do	not rec'd	10
17th. " " A. Palmer do	rec'd	13 42
Total amount earned by marshal & deputies		3,397 41

	Dollars.	Cents.	
"Total gross emoluments earned by marshal and deputies" brought up			3,397 41
Allowances to be deducted from the gross earnings and retained by the marshal.			
For the amount paid Deputy John H. Ortman in full for his services, as per voucher No.	1.	430 56	
Do do C. C. Whiting do do do	2.	107 46	
Do do W. S. Williams do do do	3.	95 26	
Do do C. Briggs do do do	4.	66	
Do do for rent of office, H. C. Williams do	5.	10	
Do do furniture for same W. Carmichael do	6.	154 14	
Do do clerk hire, W. G. Quinby do	7.	45 54	
Do do stationery, W. Sanders do	8.	7 60	
Do do fuel, W. P. Miller do	9.	98 44	
Do do lights, W. P. Dutton do	10.	18 47	
H. M. Robinson	11.	30 30	
W. Mewhinney	12.	67 10	
G. H. Bushmore	13.	21 92	
D. A. Hook	14.	14 39	
Rent of office	15.	66	
Furniture for same	16.	11	
Clerk hire	17.	72	
Stationery	18.	32	
Fuel	19.	15	
Lights	20.	5	
C. C. Blodgett	21.	6 67	
A. Parmer	22.	8 95	
Total of allowances			1,383 80
Total net emoluments			2,013 61
Maximum compensation allowed by law, at the rate of $6,000 per annum			3,000

Balance (if any) due the United States, a certificate of deposit for which is herewith .....

Fees and emoluments heretofore returned as "not received" for the half year ending on the

31 day of January, 1862, received		115
Do do do do do do ... 30th day of June, 1862, received		22 50
Do do do do do do ... on the day of , 18 , received		
Do do do do do do ... on the day of , 18 , received		

I, James L. McDowell, marshal of the United States for the district of Kansas, do solemnly swear that the foregoing return is in all respects just and true, according to my best knowledge and belief; and that I have neither received, directly or indirectly, nor directly or indirectly agreed to receive, or be paid, for my own or another's benefit, any other money, article, or consideration than therein stated; nor am I entitled to any emoluments for the period therein mentioned other than those therein specified: So help me God.

JAMES L. McDOWELL,
U. S. Marshal.

Signed and sworn to before me this 30th day of June, 1863.

MARK W. DELAHAY,
Judge.

UNITED STATES OF AMERICA, *District of Kansas:*

I, Archibald Williams, judge of the district court for the district of Kansas, do hereby certify that I have carefully examined the vouchers referred to in the foregoing return; that the disbursements charged therein for clerk hire and office expenses were necessary to the convenient transaction of the business of the marshal's office, and that the sums paid therefor are, in my opinion, reasonable.

MARK W. DELAHAY, *Judge.*

1715 (Blank for emolument return, to be filled up when a return is due, and forwarded to the Secretary of the Interior, with the necessary vouchers. Should the return be verified before any officer other than a judge or clerk of a United States court, the additional certificate of authentication should be appended, as the printed instructions of June 1, 1857, require. Similar blanks will be furnished hereafter for each semi-annual return.)

[NOTE.—No advance can be made to any U. S. marshal for the expenses of the courts, nor can any money be paid to him on account of his fees or per diems, while his emolument return is in arrears.]

Return of fees and emoluments of James L. McDowell, marshal of the United States for the district of Kansas, from July 1st, 1863, to December 31st, 1863, and of moneys paid out by him during same period for the services of his deputies and for his office expenses; also, of the receipt or non-receipt of fees and emoluments previously returned by him as "not received."

		Dollars.	Cents.
First. District court:			
Fees and emoluments earned from the United States	received	$1,799	90
Do do do do	not received		
Fees and emoluments earned from individuals	received		
Do do do do	not received		
Second. Circuit court:			
Fees and emoluments earned from the United States	received	25	
Do do do do	not received		
Fees and emoluments earned from individuals	received	100	22
Do do do do	not received	207	53
Third:			
Fees and emoluments earned in the pursuit of or arrest of persons charged with crime, and on examinations before United States commissioners	received	563	75
Do do do do do	not received		
Fourth:			
Fees and emoluments earned in the performance of any service enumerated in the act of February 26, 1853, or any duty imposed by any other existing provision of law not herein otherwise stated	received		
Do do do do do	not received	13	92
Fifth:			
For commissions on disbursements		66	35
Sixth:			
For salary during same period		200	
Total gross emoluments earned by marshal and deputies		2,976	67

RECAPITULATION OF FEES AND EMOLUMENTS.

First. By the marshal:			
Earned from the United States		received	997 31
Do do do		not received	
Earned from individuals		received	64 72
Do do		not received	
Second. By Deputy C. C. Whiting:			
Earned from the United States		received	128 45
Do do do		not received	
Earned from individuals		received	21 02
Do do		not received	14 38
Third. By Deputy W. McWhinney:			
Earned from the United States		received	239 25
Do do do		not received	
Earned from individuals		received	
Do do		not received	
Fourth. By Deputy C. C. Blodgett:			
Earned from the United States		received	139 91
Do do do		not received	
Earned from individuals		received	
Do do		not received	
Fifth. By Deputy W. P. Dutton:			
Earned from the United States		received	253 41
Do do do		not received	
Earned from individuals		received	
Do do		not received	
6th. By Deputy D. Carmichael		rec'd	65 21
		not rec'd	26 41
7th. " " Julius Hoag		rec'd	243 05
		not rec'd	4 20
8th. " " J. H. Ortman		rec'd	220 62
		not rec'd	6 02
from individuals		received	7 60
9th. " " Robert Beard		rec'd	30
10th. " " C. F. Briggs		"	30
11th. " " J. C. Burnett		"	39 51
12th. " " W. P. Miller		"	150 99
from individuals		"	6 88
" "		not "	5 72
13th. " " Wm. Beeler		"	31
14th. " " W. B. Hutchinson			58 20
15th. " " H. L. Jones			35 99
Total amount earned by marshal & deputies			2,976 67

	Dollars.	Cents.
"Total gross emoluments earned by marshal and deputies" brought up	2,976	67

Allowances to be deducted from the gross earnings and retained by the marshal.

For the amount paid Deputy C. C. Whiting in full for his services, as per voucher					No. 1.	109 23
Do do	W. McWhinney	do	do	do	2.	159 50
Do do	C. C. Blodgett	do	do	do	3.	92 27
Do do	W. P. Dutton	do	do	do	4.	168 94
Do do. for rent of office,	D. Carmichael			do	5.	61 08
Do do. furniture for same,	Julius Hoag			do	6.	164 83
Do do. clerk hire	C. W. Ortman			do	7.	156 16
Do do. stationery	Robert Beard			do	8.	20
Do do. fuel	C. F. Briggs			do	9.	20
Do do. lights	J. C. Burnett			do	10.	26 34
	W. P. Miller				11.	109 06
	W. Beeler				12.	20 67
	W. B. Hutchinson				13.	38 80
	Stationery				14.	38
	Rent of office				15.	90
	Clerk hire				16.	150
	Light				17.	5
	Wood				18.	25
	H. L. Jones				19.	23 99
Total of allowances						1,479 87
Total net emoluments						1,496 80
Maximum compensation allowed by law, at the rate of $6,000 per annum						3,000

Balance (if any) due the United States, a certificate of deposit for which is herewith .....

Fees and emoluments heretofore returned as "not received" for the half year ending

Do do do do do on the day of , 18 , received.....
Do do do do do on the day of , 18 , received.....
Do do do do do on the day of , 18 , received.....
Do do do do do on the day of , 18 , received.....

I, James L. McDowell, marshal of the United States for the district of Kansas, do solemnly swear that the foregoing return is in all

respects just and true, according to my best knowledge and belief; and that I have neither received, directly or indirectly, nor directly or indirectly agreed to receive, or be paid, for my own or another's benefit, any other money, article, or consideration than therein stated; nor am I entitled to any emoluments for the period therein mentioned other than those therein specified: So help me God.

JAMES L. McDOWELL,
U. S. Marshal.

Signed and sworn to before me this 31st day of December, 1863.
MARK W. DELAHAY, *Judge.*

UNITED STATES OF AMERICA,
District of Kansas:

I, Mark W. Delahay, judge of the district and circuit court for the district of Kansas, do hereby certify that I have carefully examined the vouchers referred to in the foregoing return; that the disbursements charged therein for clerk hire and office expenses were necessary to the convenient transaction of the business of the marshal's office; and that the sums paid therefor are, in my opinion, reasonable.

MARK W. DELAHAY, *Judge.*

1716 O.

TREASURY DEPARTMENT,
FIRST COMPTROLLER'S OFFICE,
December 11, 1871.

EDWARD S. BROWN, Esq., *Present:*

SIR: In answer to your inquiry relative to the returns made by James L. McDowell, while marshal of the United States for the district of Kansas, I have to state that no return of fees and emoluments was rendered by him for any portion of the time he held the office after December 31, 1863.

Very respectfully, your obt. servt.,
R. W. TAYLER, *Comptroller.*

(Copy.)

P.

OFFICE U. S. DISTRICT ATTORNEY,
DISTRICT OF KANSAS,
Lawrence, March 9, 1866.

SIR: Your letter, of date November 8, was received by me on my return from the East the 7 inst., in which you ask for certain information in regard to a suit instituted in this district against the property of one Edward S. Brown, re.

1717 This suit was bro't and dertermined before I was appointed to the office of U. S. attorney, being filed March 28, 1863, and the property abandoned and declared forfeited at the ensuing April term of the district court, Judge Williams on the bench, and Mr. Crozier U. S. attorney. Mast of the property seized consisted of promissory notes, secured by mortgages. Brown's interest in these securities was declared forfeited, whereupon citations were served on the debtors to appear and show cause why they should not pay the various amounts due on these notes to the U. S. Government. Judge Williams then allowed them to pay into court such amounts, but decreed that, in default of their so doing, that the mortgaged lands be sold to pay the amounts found due.

When I came into office April 11, 1864, I found the case closed up, with exception of a few of the claims which had not been paid in. Upon these I caused the necessary process to issue, and had the case finished.

The real estate seized as belonging to Mr. Brown had been sold and conveyed, and I may add that the notes and mortgages were all nearly barred by our statute of limitations, when the seizure was made in March, 1863.

At the October term, 1865, this Mr. Brown appeared in court holding a pardon, and asking for leave to file a petition recover back the proceeds of these notes and mortgages. This was upon motion.

1718 It was argued and taken under consideration by the court, and will be decided at the coming April term. In reply to Mr. Brown's counsel, I took the ground that, by the express terms of the pardon, he was precluded from claiming any right to the proceeds of this property. I will say that, in my recent visit to Washington, Mr. Speed alluded to this case, and I gave him my views of the same. Your letter seems to have been forwarded to me after having been missent to some place. I know of no further information I can furnish, except it would be dates of the various sales, and amounts received, which I will send if desired, as the records will show.

I am, sir, your obedient servant,

J. S. EMERY,
U. S. Attorney.

Honorable EDWARD JORDON,
Washington, D. C.

Q.

On the margin of the record-book L, page 478, of mortgage from Marion Todd and Mary P. Todd to Edward S. Brown, is the following entry:

The full amount of the money secured by the mortgage on this page to Edward S. Brown having been paid to the United States mar-

1719 shal for the district of Kansas, under a decree of the United States district court for said district, confiscating said mortgage for the benefit of the United States, in obedience to the order of said court, I, David J. Brewer, United States commissioner for said district, do, on behalf of the United States, acknowledge full & complete satisfaction of the said mortgage, & release the property therein described from the lien of the same.

Witness my hand this April 11th, A. D. 1864.

DAVID J. BREWER,
U. S. Com'r.

Attest:

H. C. KELLER,
Deputy Register of Deeds.

And on the margin of the record-book L, page 486, of mortgage from James Bosley and Hannah M. Bosley to Edward S. Brown, is the following entry:

The full amount of the money secured by the mortgage on this page to Edward S. Brown, having been paid, under a decree of confiscation rendered by the district court of the United States for the district of Kansas, in favor of the United States, to the United States marshal for said district, in obedience to the order of said court, I, David J. Brewer,

respects just and true, according to my best knowledge and belief; and that I have neither received, directly or indirectly, nor directly or indirectly agreed to receive, or be paid, for my own or another's benefit, any other money, article, or consideration than therein stated; nor am I entitled to any emoluments for the period therein mentioned other than those therein specified: So help me God.

JAMES L. McDOWELL,
U. S. Marshal.

Signed and sworn to before me this 31st day of December, 1863.
MARK W. DELAHAY, *Judge.*

UNITED STATES OF AMERICA,
District of Kansas:

I, Mark W. Delahay, judge of the district and circuit court for the district of Kansas, do hereby certify that I have carefully examined the vouchers referred to in the foregoing return; that the disbursements charged therein for clerk hire and office expenses were necessary to the convenient transaction of the business of the marshal's office; and that the sums paid therefor are, in my opinion, reasonable.
MARK W. DELAHAY, *Judge.*

1716 O.

TREASURY DEPARTMENT,
FIRST COMPTROLLER'S OFFICE,
December 11, 1871.

EDWARD S. BROWN, Esq., *Present:*

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R. W. TAYLER, *Comptroller.*

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I am, sir, your obedient servant,

J. S. EMERY,
U. S. Attorney.

Honorable EDWARD JORDON,
Washington, D. C.

Q.

On the margin of the record-book L, page 478, of mortgage from Marion Todd and Mary P. Todd to Edward S. Brown, is the following entry:

The full amount of the money secured by the mortgage on this page to Edward S. Brown having been paid to the United States mar-
1719 shal for the district of Kansas, under a decree of the United States district court for said district, confiscating said mortgage for the benefit of the United States, in obedience to the order of said court, I, David J. Brewer, United States commissioner for said district, do, on behalf of the United States, acknowledge full & complete satisfaction of the said mortgage, & release the property therein described from the lien of the same.

Witness my hand this April 11th, A. D. 1864.

DAVID J. BREWER,
U. S. Com'r.

Attest:

H. C. KELLER,
Deputy Register of Deeds.

And on the margin of the record-book L, page 486, of mortgage from James Bosley and Hannah M. Bosley to Edward S. Brown, is the following entry:

The full amount of the money secured by the mortgage on this page to Edward S. Brown, having been paid, under a decree of confiscation rendered by the district court of the United States for the district of Kansas, in favor of the United States, to the United States marshal for said district, in obedience to the order of said court, I, David J. Brewer,

U. S. commissioner for said district, do, on behalf of the United States, acknowledge full and complete satisfaction of said mortgage, & release the property therein described from the lien of the same.

1720 Witness my hand this Apr. 11, 1864.

D. J. BREWER,
U. S. Com'r.

Attest:

H. C. KELLER,
Deputy Register of Deeds.

STATE OF KANSAS,
Office of Register of Deeds, Leavenworth County, ss:

I, C. C. Mast, register of deeds in and for Leavenworth County, State of Kansas, do hereby certify that the foregoing are true copies of marginal entries on book L, at pages 478 & 486.

Witness my hand and official seal this 6th day of June, A. D. 1871.

[SEAL.] C. C. MAST,
Register of Deeds in & for Leavenworth County, State of Kansas.

[Int. rev. stamp cancelled.]

1. Rec'd, Leavenworth, Kan., Aug't 29, 1864, of Thomas A. Osborn, U. S. marshal, three thousand thirty-one dollars and thirty-three cents, money collected in confiscation cases up to date.

C. J. HANKS,
Clerk U. S. Dist. Court.

[Int. rev. stamp cancelled.]

(Endorsed:) C. J. Hanks, Aug. 29, '64; receipt for $3,031.33.

1721 2. TOPEKA, KAN., *Jan.* 10, 1865.

Rec'd of Thomas A. Osborn, U. S. marshal, fourteen hundred and forty-two dollars, full amount of money collected by him in confiscation cases since October term, 1864, as shown by his returns in my office.

C. J. HANKS,
Clerk U. S. Court.

[Int. rev. stamp cancelled.]

3. $1,930$\frac{68}{100}$.]

Received, Topeka, Kansas, of Thomas A. Osborn, U. S. marshal for dist. of Kansas, nineteen hundred and thirty dollars and sixty-eight cents, money collected in confiscation cases.

A. S. THOMAS,
Clerk of U. S. Dist. Court, Dist. of Kansas.

AUG. 9, 1865.

[Int. rev. stamp cancelled.]

(Endorsed:) Thomas, A. S. Receipt, $1,930.68.

1722 4. Received, Topeka, Kansas, from Thomas A. Osborn, U. S. marshal for the dist. of Kansas, two hundred and sixty five dollars, money raised by sale of real estate, on order of sales Nos. 303 & 304, June 24, 1865, issued in case of U. S. vs. Bond for $600, (Duncan & Oliphant.)

A. S. THOMAS,
Clerk of the Dist. Court of U. S. for the Dist. of Kansas.

[Int. rev. stamp cancelled.]

(Endorsed:) Thomas, A. S., clerk of U. S. dist. ct. Receipt for $265, confiscation funds.

5. TOPEKA, KANSAS, *Oct.* , 1864.

Rec'd of Thomas A. Osborn, U. S. marshal, three thousand eight hundred and fifteen dollars and fifty cents, ($3,815.50,) full amount of money collected by him in confiscation cases since July term, 1864, as shown by his returns in my office.

C. J. HANKS,
Clk. U. S. Court.

[Int. rev. stamp cancelled.]

(Endorsed:) Receipt from C. J. Hanks. $3,815.50. Oct., 1864.

1723 1. TOPEKA, KANSAS, *November* 28, 1863.

Messrs. CLARK, GRUBER & CO.,
Leavenworth, Kansas:

$77.09.]

Pay to John T. Morton or order, out of moneys belonging to the district court of the United States for district of Kansas, seventy-seven dollars and nine cents, and charge to acct. of said court.

[SEAL.] MARK W. DELAHAY, *Judge.*
F. G. ADAMS, *Clerk.*

[Int. rev. stamp cancelled.]

(Endorsed:) JOHN T. MORTON.

2. TOPEKA, KANSAS, *Dec. 3rd*, 1863.

$794.34.]

Messrs. CLARK, GRUBER & CO., *Bankers:*

Pay to James H. McDowell or bearer, out of moneys belonging to the district court of the United States for the district of Kansas, seven hundred and ninety-four dollars and thirty-four cents, ($794.34.)

MARK W. DELAHAY.

F. G. ADAMS,
Clerk U. S. D. C.

(Endorsed:) Check. $794.34. F. G. Adams, clerk.

1724 District court of the United States, district of Kansas.

3. NOVEMBER 28, 1863.

Messrs. CLARK, GRUBER & CO.,
Leavenworth, Kansas:

Pay to John C. Douglas, assignee of Archibald L. Williams, commissioner of this court, three hundred and seventy dollars, (to be paid out of money deposited with you in confiscation causes,) and charge to account of district court of the United States for the district of Kansas.

MARK W. DELAHAY,
Judge of said Court.

[Int. rev. stamp cancelled.]

Countersigned:
[SEAL.] F. G. ADAMS,
Clerk.

(Endorsed:) John C. Douglas, assignee of Archibald S. Williams, commissioner of said court.

1725 TOPEKA, KANSAS, *November* 28, 1863.

Mess. CLARK, GRUBER & Co., *Bankers:*

Pay to Robert Crozier, or bearer, out of monies belonging to the district court of the United States for the district of Kansas, eighteen hundred seventy-six $\frac{65}{100}$ dollars.

$1,876 $\frac{65}{100}$.

MARK W. DELAHAY, *Judge.*

[Int. rev. stamp cancelled.]

Countersigned:

[SEAL.] F. G. ADAMS, *Clerk.*

1726 *Report of special master E. T. Allen.*

United States circuit court for the district of Kansas.

UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY. } 140 and 141.

The only parties who appeared before Special Examiner Hollister to contest the amounts appearing to be due from them under the terms of the decree of November 29th, 1872, herein, were James L. McDowell, Thomas A. Osborn, C. J. Hanks, James S. Emery, A. S. Thomas, and Clark, Gruber & Co., appearing specially as evidenced by paper appended to Hollister's report and marked "Exhibit A."

The same parties except A. S. Thomas (Clark, Gruber & Co. appearing as before) appeared by counsel before me, as special master, and submitted oral and printed arguments, as is shown by my report of proceedings herewith filed.

The amounts appearing by said decree to be due from John T. Morton, A. S. Thomas, Robert Crozier, A. L. Williams, and E. C. K. Garvey, not being questioned by Mr. Brown or by the parties themselves, have
1727 received no attention from me, except so far as to determine the liability of the parties last-named to pay interest on the same. It was contended by Mr. English in his verbal argument that it was not the intentions of the decree of November 29th, to submit to the special master the question of liability on the part of M. W. Delahay to account for any of the proceeds of the confiscation cases. From a careful analysis of the decrees, taken in connection with the previous history of this case as disclosed in the records and papers submitted to my examination, I am constrained to this construction of the decree.

It was further contended by Mr. English (pages 2 and 6 of his brief) that the decree limited the master "to the sole and exclusive inquiry as to the whereabouts of the Brown's money, leaving out of view all other confiscation funds as beyond the jurisdiction of the court in the shape in which the petition has been presented, and on which the court is now acting." I do not so understand the decree. Such might be its construction if attention be given only to the part of the decree quoted in the opening paragraph of Mr. English's brief, and its context disregarded. When, however, the words quoted by Mr. English are read
1728 in connection with page 2nd and the 2nd paragraph of page 3rd of the printed decree, and the first part of the very sentence from which Mr. English marks his quotation, viz, "The court doth hereby appoint, &c., a special master, whose duty it shall be to receive all of the said testimony, including that taken before the said Stillings,

and that to be taken before the said examiner, and all the papers in the said causes, numbers 140 and 141, and the other confiscation cases, and all exhibits, &c., and report, &c., what sums, &c.," the question arises why it should be made the duty of the master to receive the testimony taken before Hollister as to the liability of certain parties "to restore said moneys" (not Brown's money) "to the register of the court," "and all the papers in the other confiscation cases," if his inquiry is to be limited simply to the whereabouts of Brown's money? How can it be beyond the jurisdictions of the court to inquire into the disposition of the funds of the court, whether on its own motion or on the petition of a litigant or intervenor?

1729 There is no question here of the authority of an appellate court to interfere with the sound discretion of an inferior court as to matter of costs.

The circuit court is not sitting in this branch of this case as an appellate court. It is exercising an original jurisdiction called into being by a certificate of the district judge that he is so related to and connected with the late officers of this (the district court) court as to render it improper, in his opinion, to sit in the further hearing of this case. The circuit court is conducting these proceedings as and for the district court. It certainly would seem that here were "peculiar circumstances" under which an appellate court should interfere with discretion of an inferior court as to matters of costs. (Mr. English's brief, p. 4.) The case of U. S. vs. brig Malek Adhel, cited and quoted by Mr. English from 2nd Howard, page 210, has reference, not to the taxation of costs, viz, what would be "legal fees and valid allowances," but as to which party or fund should pay the costs of the case. The quotation made by him, then, is inapplicable to this case, first, because this court is not sitting as an appellate court; and, second, because there is no question

1730 here as to which party shall pay the costs, but the question is what are the proper costs.

Mr. English claims, then, that should the inquiry as to what are the proper costs disclose the fact that the officers of the district court have appropriated to themselves, with or without the knowledge and consent of the district judge, moneys over and above their legal fees and valid allowances, and it should happen that such moneys were the proceeds of other confiscation cases than Nos. 140 and 141, or have been so mingled with the proceeds of other confiscation cases as to be incapable of separation, it becomes the duty of the special master to report to the court under the decree that such officers of the court are not liable to restore such moneys to the registry of the court. This would be, in effect, to make the circuit court a party to the frauds (if there were any) of the officers of the district court. I cannot believe that the court intended any such result, but I do believe that the court, by its decree of November 29th, 1872, intended to submit to me, as master, the question whether, in the light of the evidence that was to be taken before Mr. Hol-

1731 lister and that had been taken before Mr. Stillings, and the records and papers in all the confiscation cases, the several parties named in the decree should be required to pay into the registry of the court the several sums charged against them in the decree, or any other and further sums, and whether they should be charged with interest, and whether any other person or persons (except M. W. Delahay) had moneys to which Brown was entitled or which should be returned to the registry of the court.

If the several clerks, marshals, district attorneys, and commissioners

have so mingled the funds arising from different confiscation or other cases, and so negligently kept their accounts and records and papers in direct violation of the express rules of the court, such mingling, neglect, and violation of rules should not be made a shield to protect them from liability to restore to the registry of the court money not properly theirs, whether it be Brown's money or that of some other party.

With these views of my duty in the premises, I have carefully
1732 examined all the evidence, records, and papers before me as to the liability of McDowell, Osborn, Hanks, and Emery, to restore to the registry of the United States court any moneys remaining in their hands "over and beyond their respective legal fees and charges, and valid allowances." The statements of the officers, and the implications of Judge Delahay, viz, "when the officers had fee-bills that I thought were right," &c., and the fee-bills were in the hands of the officers, fail to convince me that fee-bills were ever made out in these confiscation cases and verified as required by law, (10 Stat. at Large, 165, § 3.) Exhibit F, (produced by McDowell as a copy of a fee-bill,) annexed to Hollister's report, shows that its original, if it ever had one, was not sworn to, as required by the statute. The fee-bills should have been found in the clerk's office of the district court. It is stated that they cannot be found. No attempt is made to explain their loss. It would not have been surprising that one or two of them might have been mislaid among so many papers, and thus lost sight of, but they are all lost. The conclusion, to my mind, is irresistible that either
1733 there were no fee-bills made out, upon which allowances were made, or that the fee-bills were for such amounts and in such a condition otherwise, that the officers dare not have them produced for examination during these proceedings, and have taken good care that they should not be found. Under the circumstances of the case, then, in order to find out what were the "legal fees and charges and valid allowances," to which the officers were entitled in confiscation cases, it becomes necessary to ascertain, if possible, the orders of court in existence when the services were performed and tax the fees accordingly.

Missing papers.

Fortunately Mr. Stillings has gone over this ground, and in a manner that needs no revising by me. No one of the contestants before me except McDowell, with his Exhibit F, has seen fit to question Mr. Stillings' report in this particular. Not one of them has attempted to retax the costs in the confiscation cases, according to the orders of court in force when the services were performed.

Stillings' report as to fees.

1734 I therefore find, as reported by Mr. Stillings, that James L. McDowell was entitled to fees and charges in cases Nos. 140 and 141, to the amount of $1,070.34, and in other confiscation cases to the amount of $2,240.06; that Thomas A. Osborn was entitled to fees and charges in cases Nos. 140 and 141 to the amount of $399.27, and in other confiscation cases to the amount of $4,170.39; that C. J. Hanks was entitled to fees and charges in cases Nos. 140 and 141 to the amount of $38.40, and in all other cases to the amount of $751.40; and that James S. Emery was entitled to fees, charges, and allowances in cases Nos. 140 and 141 to the amount of $25, and in all other cases to the amount of $1,985.00. Having thus determined the amounts of the "respective legal fees and charges and valid allowances" of the officers appearing before me in this matter, the next inquiry has reference to the amounts of money to which the petitioner Brown is entitled, and other moneys belonging to the registry of the court, which the several parties last above named have collected and received.

Finding as to fees.

The testimony of James L. McDowell (pages 47–56–69–160 of
1735 Hollister's report) and the papers produced by him
As to McDowell. were the only evidence adduced to contest the amounts appearing to be due from him to the registry of the court. After a careful consideration of all that I deemed competent evidence, adduced in favor of McDowell, I see no reason for changing the amounts reported by Mr. Stillings to have been collected and received by McDowell, and therefore find that James L. McDowell received, of moneys arising from cases Nos. 140 and 141, the sum of sixteen thousand seven hundred forty-six & $\frac{18}{100}$ dollars, ($16,746.18,) and paid into the registry the sum of $4,029.80, retaining in his hands the sum of $12,716.38, of which amount he was entitled to retain, as legal fees and charges and valid allowances, the sum of $1,070.34, thus leaving in his hands moneys
$11,646.04. to which petitioner Brown is entitled to the amount of $11,646.04.

I further find that McDowell received, of moneys arising from other confiscation cases than Nos. 140 and 141, the sum of $3,659.06, of which amount he was entitled to retain, as legal fees and charges and valid allowances, the sum of $2,240.39, thus leaving in his hands moneys
1736 to which the registry of the court is entitled, as proceeds of other confiscation cases than Nos. 140 and 141, the sum of
$1,418.67. $1,418.67. In arriving at the foregoing amounts, Mr. McDowell is not charged with the $100, the receipt of which A. S. Thomas acknowledged on the 25th September, 1865. (Exhibit C, Hollister's report.) It is unnecessary to notice Mr. English's argument upon the construction of the 42nd admiralty rule and the meaning of the word registry, as regards the pretended payments of $8,187.46 to C. J. Hanks as clerk, and whether such payment was within the meaning of the rule a payment into the registry, because I find from the evidence in the case that no such payments were made by McDowell to Hanks, as are stated by the receipts dated August 6 and December 1st, 1864, and made Exhibits A and B to Hollister's report. The papers taken by
Exhibits A and B. themselves are inconsistent and need explanation. Exhibit A, dated August 6, 1864, purports to be "in full for confiscation monies" collected by McDowell. There is no pretense that McDowell collected any money after May, 1864, yet the receipt of Dec. 1st, 1864, is introduced to show that, after having closed his ac-
1737 count with the district court, as to confiscation cases, August 6th, 1864, he makes another payment on the same account in December of the same year, of the sum of $595.15. Other circumstances connected with these receipts, which it is unnecessary here to state, lead me to the conclusion expressed above, that these receipts are false and fraudulent; or if the receipt of Dec. 1st grew out of any actual money-transaction, it had no connection whatever with the confiscation cases.

I further find, from the evidence, in accordance with the conclusion
As to Osborne Exhibits 1, 2, and 5. reached by Mr. Stillings, that no money, corresponding with receipts 1, 2, and 5, annexed to Hollister's report, passed from Thomas A. Osborn to C. J. Hanks. I therefore find that Thomas A. Osborn collected and received, of moneys arising from cases Nos. 140 and 141, the sum of $2,926.19, of which amount he was entitled to retain, as legal fees and charges and valid allowances, the sum of three hundred ninety-nine and $\frac{27}{100}$ dollars, ($399.27,) thus leaving in his hands moneys to which petitioner Brown is entitled to the amount
$2,526.92. of $2,526.92.

I further find that Thomas A. Osborn is liable to restore to the
1738 registry of the court the sum of three thousand eight
$3,820.48. hundred and twenty dollars and $\frac{48}{100}$, ($3,820 $\frac{48}{100}$,)
being moneys arising from sales and collections in cases Nos. 140 and 141, indistinguishable mingled with moneys arising from sales and collections in other cases.

I further find that Thomas A. Osborn received, in cases other than Nos. 140 and 141, $7,957.94, of which amount he was entitled to retain, as legal fees and charges and valid allowances, the sum of $4,170.39, thus leaving of such moneys in the hands of Thomas A. Osborn, to be accounted for, the sum of $3,787.55. I find that of the last-named amount Mr. Osborn paid to Mr. Thomas the sum of $150 and to Mr.
$2,137.55. Emery the sum of $1,500, but that he has failed satisfactorily to account for the remaining $2,137.55.

I further find that Clark J. Hanks collected and received, of moneys
As to Hanks. in confiscation cases Nos. 140 and 141, $300.69, and that his legal fees and charges and valid allowances in said cases amount to the sum of $38.40; and that there remains in his hands, to
$262.29. which petitioner Brown is entitled, the sum of $262.29; and I further find that Clark J. Hanks withdrew from the registry of the court, in violation of the 42nd admiralty rule,
1739 $2 159.70. and without due process of law, and is liable to restore to the registry of the courts the sum of $2,159.70.

I further find that James L. Emery withdrew from the registry
As to Emery. of the court, of moneys arising from cases No. 140 and 141, and other confiscation cases, the sum of $1,285.67, and received from A. S. Thomas or T. A. Osborn the sum of $1,500, making in the aggregate the sum of $2,785.67. As before found, Mr. Emery was entitled to fees, charges, and allowances in cases Nos. 140 and 141 in the sum of $25, and in all other confiscation cases in the sum of $1,985.00, making an aggregate of $2,010. I therefore find that James
$775.67. S. Emery is liable to restore to the registry of the court the sum of $775.67.

It is proper to state that in the computation of the foregoing amounts I have had no aid whatever, except that afforded by Mr. Stillings' elaborate and clearly-stated report. No assistance was rendered me in argument or otherwise by either of the parties in interest or their attorneys. I have followed the figures of Mr. Stillings except where
1740 I detected what careful examination seemed to me to be manifest error. Thus it appears, by Mr. Stillings' report, (printed copy, page 85,) that Osborn collected, in other than cases 140 and 141, $7,957.94. In Mr. Stillings' next schedule purporting, as to amounts received, to cover the same ground, the amount is stated to be $7,897.94. This discrepancy seems to have arisen from what I presume to be the accidental omission of the sum of $60, collected by Osborn May 20, 1864. This error also appears in the computation at the foot of the 39th page of the printed copy of Stillings' report.

Again, Mr. Stillings, in computing the amount withdrawn from the registry by Hanks, seems to have overlooked the check for $16.85.

I have been unable to determine, from the evidence and arguments of counsel, upon what theory Emery should be required to account for the whole amount he withdrew from the registry, being entitled *to* all the confiscation cases to fees to the amount of $2,010, and having received, so far as I understand the evidence from Osborn, and from the
1741 registry, only the sum of $2,785.67, and my finding is accordingly.

I further find that all the parties excepting Clark, Gruber & Co., charged with the restoration of moneys in the decree of November 29th, are liable to pay interest on the moneys, appearing by said decree, and by this report to be due from them, such interest to be calculated at the rate of seven per centum per annum, from the 26th day of April, 1866, to the date of payment of such moneys pursuant to the terms of said decree.

As to interest.

As to Clark, Gruber & Co.

Clark, Gruber & Co., and their successors, Clark & Co., contest the decree of November 29th, 1872, and any claim against them for confiscation moneys which may have been deposited with them as bankers, on the following grounds:

1st. That they did not actually know and cannot be charged with constructive knowledge of their appointment as depositaries under the 42nd admiralty rules, and hence should not be charged with neglect in hand paid out the money on checks not drawn in accordance with such rule.

2nd. That the 42nd admiralty rule is directory merely as to the
1742 officers of the court and not obligatory on bankers who hold the deposits, and having paid out all the moneys on the checks of the judge & clerk they are relieved from further liability.

3rd. That they are protected from liability by the three-year limitation of the State of Kansas.

4th. That this court has never acquired jurisdiction over them in this matter.

A court is not a business corporation. It has no moneys of its own; all funds in the control of a court are funds that belong to some suitor, the title to which may be in dispute and awaiting the final determination of the cause through which the money first came under the control and jurisdiction of the court. This fact, with reference to the funds of a court, was as well known to Clark, Gruber & Co. when they received the first deposit from Mr. Morton, as it is to-day, and this consideration should have put them on inquiry to ascertain what moneys these were that they were intrusted with, and what were their duties as the custodians of these moneys.

It is highly improbable that these numerous confiscation cases
1743 were instituted and sales of property made under them without such notoriety throughout the neighborhood of Topeka and Leavenworth as to bring home to Clark, Gruber & Co. a knowledge of the source of the moneys which produced the district-court account and contributed so largely to the deposits of McDowell, Osborn, and Hanks in their banking-house.

The fact of the allowance by these bankers to M. W. Delahay, district-court judge, in their account with him, of $195.30 as interest on the district-court account, hints at an understanding between the bankers and Judge Delahay, which resulted in the order of July 6th, 1863, designating their banking-house as the depositary of the court. Without some such understanding it is not probable that they would have allowed the judge interest on the account.

From shortly after the date of the order July 6th, 1863, Clark, Gruber & Co. allowed Judge Delahay to freely overdraw his account, a liberty of which he had not before availed himself, so far as the evidence shows. His account remained overdrawn through the months of September, October, November, and December, 1863, and January,
1744 February, March, and April, 1864. In April and May, 1864, his account is made good by the following credits: "April 14, by balance account assured by A. M. Clark, $566.85;" "May 18, by balance of

account of A. M. Clark, transferred $1,251.65." In what manner A. M. Clark was re-imbursed for "assuring" Judge Delahay's bank account, or why the balance of A. M. Clark's individual account in the banking firm of which he was a member should be transferred to the credit of Judge Delahay's overdrawn account with the same banking firm, are among the mysteries of this case which the evidence fails to elucidate.

Check of May 24, 1864.

The check of May 24th, 1864, for $287.34, payable to F. G. Adams, or order, is addressed as follows: "Messrs. Clark & Co., bankers & depositaries of the United States district court for the district of Kansas, Leavenworth."

Though Mr. Adams did not indorse this check, still, by account of Clark & Co. in evidence, they appear to have paid to Adams the sum of $287.34 on the first day of June, 1864. This check was produced by Mr. A. M. Clark in his examination before Mr. Stillings. The payment of this check should estop Clark & Co. from any claim of ignorance
1745 of the position they occupied as the depositaries of the funds of the United States district court of the district of Kansas.

Checks of Aug. 6.

The two checks, both payable to McDowell, dated August 6th, at Topeka, and paid the same day at Leavenworth, (60 miles away and no railroad connecting the two places,) by Clark & Co., one for $2,946.96, and one for $1,890.15, were drawn for the identical amounts that day deposited in currency by Hanks to the credit of the district-court account (page 41, printed copy of Stillings' report) on the same day, (page 65 of printed testimony.) Clark & Co.'s books show that C. J. Hanks deposited two checks of like amount to his individual credit with Clark & Co., and drew two checks for like amounts on his individual account, and these last checks were paid by Clark & Co. It does not appear what checks Hanks deposited. It is not probable that they were the first-named checks, because those (Exhibit D & E to Hollister's report) have McDowell's receipt endorsed upon them. Hanks signed a receipt the same day acknowledging to have received from McDowell $7,592.31, (Exhibit A^2, Hollister's report,) the exact
1746 sum (whether accidental or not) of the two checks above named, and $2,755.50 deposited by Hanks to the credit of the court account, August 10th, 1864. Hanks on the same day signs checks paying McDowell $4,137.11, balance of fees in confiscation cases and expences of April term, "and receiving $7,592.31 from McDowell in full of confiscation moneys collected by him now due the United States." I mention this last fact to show the inexplicable confusion in which the accounts and papers leave these transactions, if any faith be given to those receipts. But it seems to me that from the stand-point of Clark & Co. as bankers, keeping as they then did the district-court account and the individual accounts of McDowell, Osborn, Delahay, and Hanks, they must have looked upon these *manipulation*' of the district-court moneys as inconsistent with any theory of honest official business transactions.

The foregoing considerations, and the circumstances referred to by Mr. Stillings in his report, that M. W. Delahay received moneys which were deposited to his individual credit in the banking-house of Clark & Co. simultaneously with their having been paid out of the dis-
1747 trict-court fund on checks signed by himself, so far towards showing that Clark, Gruber & Co. and their successors, Clark & Co., wilfully shut their eyes to, if they were not in complicity with, the violations of law and deliberate frauds perpetrated by the officers of the district court upon these funds.

I believe, then, and so find, that Clark, Gruber & Co., and their suc-

cessors, Clark & Co., knew of the designation of their banking-house as the place of deposit for moneys paid into the registry of the district court under the 42nd admiralty rule, and that they were bound to know the requirements of that rule; and that they had reason to believe that the officers of the court were making improper use of the moneys paid into the registry of the court, and that they were guilty of negligence in paying out moneys upon checks not in conformity with the requirements of the rule under which the deposits were made.

Will the statute of limitations invoked by Mr. Stillings in his argument, protect Clark, Gruber & Co. from liability as to these moneys?

Statute of limitation.

This is not a suit brought by Brown against these par-
1748 ties; it is an attempt on the part of the judicial department of the Government to assert its dignity and compel the restoration of property which was under its control for safe-keeping, awaiting a final order of distribution. Up to the renditions of this order of distribution no one except the banking firm of Clark, Gruber & Co. had a right to the possession of this money. It did not belong to the court; it did not yet belong to the United States; it certainly did not belong to those who obtained possession of it; its ownership was in abeyance. Having found that the money has been improperly taken beyond its control; that the depositaries of the money have betrayed their trust, the court, the judicial department of the Government, demands of the parties who have improperly parted with these moneys to restore them to the control of the court.

Against such a claim no statute of limitations passed by a State legislature can avail. United States vs. Hoar, 2 Mason, 313; Angel's Ames on Limitations, chap. 5, and cases cited.

It further follows from the facts hereinbefore set out and my finding therein, that Clark, Gruber & Co. and their successors, Clark & Co., were as bankers officers of the district court of Kansas

Jurisdiction.

1749 so far as these moneys are concerned, and are therefore subject to the summary process of this court, which, as we have seen, simply takes the place of the district court in this investigation.

See the case of the Laurens, 1 Abb., 516.

I therefore find that Austin M. Clark and Milton E. Clark and E. H. Gruber, late partners under the style and firm of Clark, Gruber & Co., and Clark & Co. are liable to pay into the registry of this court, of moneys arising from confiscation cases Nos. 140 and 141, to which petitioner Brown is entitled, the sum of $8,584.02, less the amount of fees actually due the officers of court in those cases, viz, $4,490.16, leaving subject to the order of the court the sum of $4,093.86. I further find that

$4,093.86.

the parties last named are liable to pay unto the registry of this court, of mixed funds arising partly in cases 140 and 140, and partly in other cases, the sum of $8,143.26, less the amount paid by them to Emery, $1,285.67, and the amount Hanks was entitled to receive as fees, 751.40, and the amount they paid to Garvey, $110, the last-named amounts aggregating the sum of $2,147.07, and leaving due from the mem-
1750 bers of said banking firms, of mixed funds in their hands, the sum of $5,096.19.

$5,996.19.

No evidence has been submitted to me going to show that any other persons, except those named in the decree of November 29 and in this report, have moneys in their hands to which petitioner is entitled.

No other person.

The following is an aggregation of the amounts found in this report

Summary.

to be due from the parties contesting the decree of November, 1872, (excepting Clark, Gruber & Co.,) and of the amounts charged against parties in the decree of November 29th, 1872, who did not appear before me to contest such accounts:

From McDowell			$13,064 71
" Osborn			8,484 95
" Hanks			2,421 99
" Emery			775 67
			$24,747 32
" Morton	$162 18		
" Thomas	152 64		
" Crozier	505 00		
" Williams	30 00		
" Garvey	197 00		
			1,046 82
$25,794 14. Total			$25,794 14

$25,794.14 is probably in excess of the money arising from all the confiscation cases after deducting therefrom the "legal fees, charges, and valid allowances" of the officers last above named. This
1751 results from the imperfect manner in which the records and accounts of the different officers were kept; their unwarrantable and inexplicable handling of the court funds; their neglect to afford Commissioner Stillings and to produce before Examiner Hollister such papers, memoranda, and testimony as would elucidate their money transactions with the court and bank and with each other; and, more than all, from the fact that the papers most material to this whole investigation, and which would have or should have determined the rights of all parties in this behalf, either have been abstracted from or never were deposited and kept in the clerk's office of the United States district court for the State of Kansas. It has been impossible for me, from the evidence before me, to locate the liability of the different officers more definitely than as hereinbefore stated. Looking over the whole ground, I do not see that any injustice will be done if each officer is required to pay in the full amount herein found to be due from him. As to those officers upon whom the burden falls with most
1752 severity, McDowell, Osborn, and Hanks, I think it is clear, from the evidence, that they entered into a conspiracy to absorb, for their own uses, the last dollar of the confiscation moneys; that they have endeavored, by the intermixing of different funds, the passing of fictitious receipts, and the concealment of important papers, to render an inquiry as to these moneys a fruitless expenditure of time. If this be true, it would not be inequitable to make them jointly and severally liable for the whole amount of the deficit, without stopping to inquire which of them obtained the largest share of the money. If any of the officers named in this report are charged with more money than they have obtained in excess of their "legal fees, charges, and valid allowances," it is chiefly the result of an attempt on their part, or that of their confederates, to obstruct investigation and hindering inquiry.

In the event of the confirmation of this report, I recommend the following as a draft of the decree in this matter, viz:

Decree.

This day this case came on to be further heard on the petition of Edward S. Brown. The papers formerly read, in-
1753 cluding the report & testimony of Com. Stillings, and the examinations of witnesses, by H. C. Hollister, special examiner, and the report of E. T. Allen, special master; and the court being now fully advised in the premises, doth adjudge, order, and decree that the parties hereinafter named do forthwith pay into the Kansas Valley National Bank which, by order of this court, the 31st of May, 1871, was designated as the depository of all moneys in the registry of this court, the several sums of money hereinafter stated, together with seven per centum interest thereon, from the 26th day of April, 1866, to the date of payment as aforesaid, viz:

James L. McDowell, the sum of $13,064.71, with interest as aforesaid.
T. A. Osborn, the sum of $8,484.95, with interest as aforesaid.
C. J. Hanks, the sum of $2,421.99, with interest as aforesaid.
J. S. Emery, the sum of $775.67, with interest as aforesaid.
John T. Morton, the sum of $162.18, with interest as aforesaid.
A. S. Thomas, the sum of $152.64, with interest as aforesaid.
Robert Crozier, the sum of $505.00, with interest as aforesaid.
1754 A. L. Williams the sum of 30.00, with interest as aforesaid.
E. C. K. Garvey the sum of 197.00, with interest as aforesaid.

That said McDowell, Osborn, Hanks, Emery, Morton, Thomas, Crozier, Williams, and Garvey do pay the costs which have accrued in these causes from the filing of Edward S. Brown's petition herein to the 29th day of November, 1872; that said McDowell, Osborn, Hanks, Emery, Thomas, and Austin M. Clark, Milton E. Clark, and E. H. Gruber, late partners under the style of Clark, Gruber & Co., do pay the costs which have accrued in these cases from the 29th day of November, 1872, to the date of this decree.

The court at this time makes on further decree against Clark, Gruber & Co., holding that those who received said moneys are primarily liable; but right is reserved to any one interested, in the event that the return of said moneys to the register of the court cannot be enforced from persons receiving the same, to apply for further decree against Clark, Gruber & Co.

The hearing before the special master, and the preparation of
1755 the foregoing report and necessary examination of records and testimony have occupied about fourteen days of my time. For my services herein I ask an allowance of at least $350, and such other and further sums, if any, that the court may deem proper in the premises; all of which is respectfully submitted.

EDMUND T. ALLEN,
Special Master.

(Endorsed:) No. 305. United States circuit court, district of Kansas. 140 and 141. The United States vs. A bond for $600 and other property. Report of Special Master Edmund T. Allen. Filed June 2, 1873. A. S. Thomas, clerk. Opened by order of court June 2, 1873. A. S. Thomas, clerk.

And on this day to wit, June 2, 1873, there was filed in the
1756 clerk's office of the said circuit court the action of special master on objections to testimony taken before Hollester, which said action, together with the endors'ment thereon, is in words and figures as follows, to wit:

Action of Special Master E. T. Allen on objections to testimony taken before H. C. Hollister, &c.

Circuit court of United States in and for the district of Kansas.

THE UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY. } 140 and 141. Action of Special Master Allen.

It was agreed at the hearing before me as special master that after an examination of the whole case I should pass upon the several objections to evidence offered, so as to indicate to the court my action in that behalf. I have not deemed it necessary, except in a few instances, to state at length my reasons for sustaining or overruling objections. For the sake of convenience to the court, I make this part of my report distinct from what may be termed "the proceedings" and "the finding."

I allow to be filed the paper offered in evidence by Mr. English
1757 on the seventeenth day of April, 1873, but reject the same as evidence in this cause for the following reasons:

1st. As to McDowell, because if any such order was made on the eleventh day of January, A. D. 1865, it could not effect "the legal fees, and charges, and valid allowances" of the said McDowell, all of whose services had been rendered and whose term of service had ended by his resignation several months before the last-named date.

2nd. As to Osborn, because from all the circumstances of the case I am forced to the belief that no such order on the eleventh day of January, 1865, and that no such fees as are allowed by this paper, were allowed by the original order of May 23rd, 1864. Thos. Osborn charges for service of warrant in case 227 on the 4th day of July, 1864, the sum of $300; also same amount Aug. 9th, 1864, in case 235; see papers in those cases. Osborn would not have endorsed these fees upon the papers had there been an order of record allowing the marshal $4.00 for a service. It will be noticed that the order in question (January 11th, 1865) was entered of record nunc pro tunc on the 12th day of October,
1868, long after all the services in these confiscation cases had
1758 been performed, and nearly two years after the last dollar arising from confiscation cases had been drawn from the registry of the court, and more than two years after Edward S. Brown begun his investigation as to the disposition made of moneys realized in confiscation cases, and but a short time after Judge Miller's action in the circuit court on E. S. Brown's appeal.

The objections made by Mr. Green to the examination of witnesses as recorded on page 3, 18, 47, 57, and 191, of Hollister's report, because of their failure to obey the decree of the court in regard to depositing money in the registry of the court are overruled. I hold that the decree in this behalf was nisi and not obligatory upon such of the parties as intended to contest the amounts charged against them.

Mr. Green's objections on page 48 and 49 are overruled; also his objection on page 50; but his motion to strike out a part of McDowell's answer is sustained.

The several objections and motion of Mr. McDowell as to questions and answer of witness McDowell respecting Exhibit F on page 51, 52, and 53, of Hollister's report, are overruled, but Exhibit F is rejected as evidence in this case. I am not satisfied, from the evidence in this case, that any such paper as Exhibit F purports to be a copy of,

1759 was ever presented for the approval of the judge of the district court.

Mr. Green's objections to Exhibit G, on pages 54 and 70, were well taken; there had been no foundation whatever laid for the introduction of this paper; but Mr. Green, himself, in cross-examination on page 72, brought out the fact that the paper was in McDowell's handwriting and that it was made on or about the sixth day of August, 1864, and the paper is admitted in evidence for what it is worth. In so far as this paper G undertakes to set out payments to F. G. Adams, made long before the memorandum itself was made, it is rejected as evidence of any such payments.

Mr. Green's objections and motions on pages 58, 61, 62, 63, 64, 65, 66, are overruled.

Mr. English's objections on pages 71, 86, 91, 96, (1st objection on page 101,) 137, 138, 140, 142, 145, are sustained.

Mr. English's objections on pages 82, 84, 85, 87, 98, (2nd objection on page 101,) 102, 103, 105, 106, 107, 108, 110, 111, 112, 113, 114, 115, 117, 118, 119, 123, 125, 139, 146, 147, 149, 156, and 159, are overruled.

Mr. Green's objections on page 161 is overruled. These same papers were produced before Stillings, (page 80, printed copy.) Mr.
1760 Brown could have compel'ed the attendance of Hanks to testify in regard to them had he chosen to do so.

Mr. Helm's objections on pages 162, 163, 166, and 169 are overruled.

Mr. Green's objections on pages 171, 172, and 173 are sustained.

Mr. Helm's objections on page 173 is sustained.

Mr. Green's objections on pages 177 and 178 are sustained.

Mr. English's objections on pages 185, 186, 188, 205, 206, and 207, 208 are overruled.

Mr. Green's objections on pages 187 and 188 are sustained.

Mr. Green's objections on pages 192, 193, 194, 220, 221, 225 are overruled.

Mr. Green's objections on pages 223 and 234 are sustained.

Mr. English's objections on page 212, and 2nd objection on page 235, and his objection on page 236 are sustained.

Mr. English's objections on page 218, 229, 230, 231, 232, 233, first objection on page 235, on page 237, 238 are overruled.

Mr. Green's objections on page 240, 242, 246, 249, 251, 252, 253, 254, and 259 are sustained.

Mr. Green's objections on page 248 is overruled.

1761 Mr. English's, Mr. Helm's objections on page 255 are sustained.

EDMUND T. ALLEN,
Special Master.

(Endorsed:) No. 305. United States circuit court, district of Kansas. 140 & 141. The United States vs. A bond for $600 et alia. Action of special master on objections to testimony taken before Hollister. Filed June 2, 1873. A. S. Thomas, clerk.

1762 At a term of the circuit court of the United States, in and for the district of Kansas, begun and held at Topeka, in said district, on Monday the second day of June, A. D. 1873. Present, Hon. Mark W. Delahay, judge. On Monday, June 2, among other proceedings, the following were had, and appear of record in words and figures as follows, to wit:

MONDAY, *June* 2, 1873.

THE UNITED STATES
vs. } 305.
A BOND FOR $600 ET AL.

It is ordered that the report of Commissioner Allen, returned to court in obedience to the decree rendered at the last term of this court, be now opened by the clerk, and filed with the papers in this cause.

1763 And on this day, to wit, June 5, 1872, exceptions to report of Special Master Allen were filed in the said clerk's office of the said circuit court, which exceptions, together with the endors'ments thereon, are in words and figures as follows, to wit:

Exceptions to report of Special Master Allen.

THE UNITED STATES
vs.
A BOND FOR $600.

And now comes James L. McDowell, Thomas A. Osborn, C. J. Hanks, and James S. Emery, by English & English, their attorneys, and except to the report of E. T. Allen, special master, to whom was referred the above-entitled cause, for the following reasons, to wit:

1st. Because said Allen in his report has neglected to obey the order of this court in confin'g his inquiry to the money to which Brown is entitled.

2nd. Because said master misunderstood and misstated the testimony, and thereby arrived at erroneous conclusions as to the said facts.

3rd. Because said master in his report misunderstood and mis'tated the points made by these parties' attorney, and thereby came to a false and erroneous conclusion.

1764 4th. Because said master assumes facts to be proved which are expressly contradicted by every witness examined in the case, & which no paper, record, or other document before said master will warrant or sustain.

5th. Because said master, in accepting Mr. Stillings' report, has made mistakes in his computation such as to correct will materially charge said report, thereby increasing by said mistakes the amount found against said marshals far beyond the whole amount by each of them collected, while the master utterly disregards the legal fees, charges, and valid allowance of said marshals.

6th. Because said master, in direct conflict with the testimony, charges that there was a conspiracy between the officers, & assumes that the marshals destroyed the records of the court and appropriated the money belonging to the court to their own use, when the testimony shows that the same was paid over as required by law to the proper officer to receive the same, & such officer gave the proper receipt; & such reports were offered in evidence nor contradicted by any testimony, & yet, with no evidence as to warrant it, were rejected by said master.

1765 7th. Because said master has exhibited a spirit inconsistent with the idea of an impartial investigotor of this case, and manifested a partegorship improper to be felt by one appointed to settle such a cause.

ENGLISH & ENGLISH,
For Defts. named.

(Endorsed:) No. 305. The U. S. vs. A Bond for $600 & other property. Exception to master's report, (E. T. Allen.)

In the circuit court.

UNITED STATES
vs.
A BOND FOR $600 AND OTHER PROPERTY. } Nos. 140 & 142 consolidated.

And now comes the said Austin M. Clark and Milton E. Clark, and move the court to set aside the report of the referee, Mr. Allen, herein, for the following reasons:

1st. That said referee has found that said Clark, Gruber & Co. were made the depository of said court, & by Hon. M. W. Delahay, judge of this court; and set forth that and other transactions set forth in said report as proven to exist between said Clark, Gruber & Co. and
1766 said Judge Delahay the basis of his finding, when *when* both the evidence in this case and the records of this court show said findings to be untrue and unfounded.

2nd. That each of the findings of fact in said report against these respondents is unsupported by and is contrary to the evidence.

3rd. That the conclusion of law found by said referee, finding these respondents to be yet liable for money paid out by said Clark, Gruber & Co. on the checks signed by the judge of the district court and attested by the clerk, is contrary to the law.

CHAS. W. HELM.

(Endorsed:) No. 305. U. S. vs. A Bond for $600 and other property. Exceptions to report of E. S. Allen by Clark et al. Filed June 5, 1873. A. S. Thomas, clerk.

1767 At a term of the circuit court of the United States in and for the district of Kansas, begun and held at Topeka, in said district, on Monday, the 2nd day of June, the following proceedings were had on Monday, June 9, 1873, before Judges John F. Dillon and Mark W. Delahay:

Decree.

MONDAY, *June* 9, 1873.

THE UNITED STATES
vs.
A BOND FOR $600 ET AL. } 305.

This day this cause came on to be further heard, on the petition of Edward S. Brown and the papers formerly read, including the report of Commissioner Stillings and the testimony taken before him, and the examination of witnesses by H. C. Hollister, special examiner, and the report of E. T. Allen, special master, and the exceptions thereto by James L. McDowell, Thomas A. Osborn, C. J. Hanks, and James
1768 S. Emery, filed the 5th day of June, A. D. 1873, and the exceptions of Austin M. Clark and Milton E. Clark thereto, filed the 5th day of June, A. D. 1873, and was argued by counsel; on consideration whereof the court doth overrule said exceptions, and doth confirm said report of Commissioner Allen and the decree of this court on the 29th of November, 1872, with the modifications hereinafter made; and the court doth now here finally order, adjudge, and decree that the parties hereinafter named do forthwith pay into the Kansas Valley National Bank, which, by order of this court the 31st day of May, A. D. 1871, was designated as the depository of all moneys in the registry of this court, and which bank is now called (having changed its name) the First National

Bank of Topeka, Kansas, the several sums of money, together with interest at seven per centum per annum thereon from the 26th day of April, A. D. 1866, to the date of payment, viz: James L. Mc-
1769 Dowell, the sum of eleven thousand six hundred and forty-six dollars and four cents, ($11,646.04,) with interest as aforesaid; Thomas A. Osborn, two thousand five hundred and twenty-six dollars and ninety-two cents, ($2,526.92,) with interest as aforesaid; C. J. Hanks, two hundred and sixty-two dollars and twenty-nine cents, ($262.29,) with interest as aforesaid. And it appearing that the persons hereinafter named have undistinguishably mixed moneys arising in cases 140 and 141 with money in other cases to the amount reported by the said Allen, it is ordered, adjudged, and decreed that of said moneys so mixed there be paid into the registry of this court by the persons hereinafter named, with interest thereon at seven per centum per annum from the 26th day of April, A. D. 1866, to the day of payment, the following sums, to wit: Thomas A. Osborn, twelve hundred and twenty-three dollars and thirty cents, ($1,223.30,) with interest as aforesaid; James S. Emery, the sum of seven hundred and seventy-five dollars and sixty-seven cents,
1770 ($775.67,) with interest as aforesaid; E. C. K. Garvey, the sum of one hundred and ninety-seven dollars, with interest as aforesaid; all of which said sums shall be treated as moneys arising from sales and collections in or belonging to cases 140 and 141; but this order is not intended, and shall not be construed, if the payment herein required be made, to relieve said parties from any further or other liability in cases other than 140 and 141, as to which other cases this court has no jurisdiction to make any orders or decrees.

The costs of this proceeding shall be taxed by the clerk agreeably to law and the rules of this court, including an allowance to Edward Stillings, special commissioner, for services herein, the sum of one thousand dollars, ($1,000.00,) from which he will make a reasonable compensation to Hamilton Ellis; to Edmund T. Allen, special master, for services herein, the sum of four hundred dollars, ($400.00;) to H. C. Hol-
1771 lister, special examiner, the sum of two hundred and seventy dollars and cents, which the clerk is authorized and directed to pay out of the first moneys which shall be paid into the registry of this court under this order; but all of said costs will be taxed against, and paid by, the said James L. McDowell, Thomas A. Osborn, C. J. Hanks, and James S. Emery.

It is further ordered that if said amounts be not paid as aforesaid within thirty days, that execution may issue as at law to collect the same, and one execution may be issued against all who shall be thus delinquent, reciting the amount due from and to be collected from each, which the marshal will enforce in the manner prescribed by law; and said writs may include the amounts herein adjudged against the persons aforesaid as costs, and authorize their collection, including also all necessary costs.

No decree is made at this time against said Clark, Gruber & Co.,
1772 but the question of their liability is left open for further order, with leave to any person in interest to apply hereafter for such decree or order against them as may be just and proper. If the amounts herein adjudged and ordered to be paid into the registry of this court are not paid nor collected on execution, the clerk is directed to issue an attachment against such as may be delinquent, returnable to the next term of this court, to show cause why they should not be proceeded against for contempt. And the United States district attorney for the district of Kansas shall also, at the suggestion of the petitioner herein, bring suit upon the official bonds of such of the said officers as shall fail

to make payment into the registry of this court, pursuant to this order, and take such other steps as may unto his duty appertain.

It appearing that Robert Crozier has already paid into the
1773 registry of the court the sum of five hundred and five dollars, ($505.00;) John T. Morton, one hundred and sixty-two dollars and eighteen cents, ($162.18;) A. S. Thomas, one hundred and fifty-two dollars and sixty-four cents, ($152.64;) A. L. Williams, thirty dollars, ($30;) and that they have always been willing to pay the amounts justly due from them, and have not contested these proceedings, nor made costs therein, they are discharged from any further liability by reason of the matters in the said report of said Allen contained against them.

And the said McDowell, Osborn, and Emery thereupon excepted to the orders of the court so far as the same effects them and their interests, and prayed an appeal, which was granted upon their respectively entering into bonds double the sum of the amount awarded against each or either of them, with security to be approved by the judge of this court, at chambers, within sixty days from the date hereof.

1774 And on this day, to wit, July 9, 1873, the said Thomas A. Osborn and J. S. Emery filed in the clerk's office of said circuit court their respective bonds in appeal, which bonds, with the endorsements thereon, are in the words and figures following, to wit:

Bond of Thomas A. Osborn on appeal.

UNITED STATES
vs.
A BOND FOR $600 ET AL.

Supreme Court of the United States.

Know all men by these presents that we, Thomas A. Osborn, S. M. Latta, and W. Gillett, of Leavenworth County, State of Kansas, are held and firmly bound unto the United States of America in the sum of eleven thousand two hundred and fifty $\frac{66}{100}$ dollars, to be paid to the said United States of America, to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of our heirs, executors, and administrators firmly by these presents.

1775 Sealed with our seals, dated this 30th day of June, A. D. 1873.

Whereas the above-named Thomas A. Osborn hath prayed an appeal and prosecuted a writ of error to the Supreme Court of the United States, to reverse the decree rendered in the above-entitled action by the circuit court of the United States for the district of Kansas:

Now, therefore, the condition of this obligation is such that if the above-named Thos. A. Osborn shall prosecute his said appeal and writ of error to effect, and answer all costs and damages, if he shall fail to make good his plea, then this obligation shall be void; otherwise to remain in full force & virtue.

THOMAS A. OSBORN. [SEAL.]
S. N. LATTA. [SEAL.]
H. W. GILLETT. [SEAL.]

1776 STATE OF KANSAS,
County of Leavenworth, ss:

N. Latta and H. W. Gillett, on their oaths, state that they are respect-

ively worth, over and above all their just debts, the sum of twelve thousand dollars, excluding property exempt from execution.

S. N. LATTA.
H. W. GILLETT.

Sworn to and subscribed before me this 30th day of June, A. D. 1873.

SAML. F. ATWOOD,
Notary Public.

The foregoing bond approved July 5, 1873.

JOHN F. DILLON,
Circuit Judge.

(Endorsed:) Circuit court U. S., district of Kansas. U. S. vs. A bond for $600 et al. Thomas A. Osborn's bond in appeal. Filed July 9, 1873.

A. S. THOMAS, *Clerk.*

1777 UNITED STATES
vs.
A BOND FOR $600 ET AL.

Supreme Court of the United States.

Know all men by these presents that we, James S. Emery, David T. Mitchell, and H. D. Whitman, State of Kansas, are held and firmly bound unto the United States of America in the sum of twenty-three hundred and twenty-five ($2,325.00) dollars, to be paid to the said United States of America, to which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each of heirs, executors, and administrators, firmly by these presents. Sealed with our seals, dated this 30*st* day of June, A. D. 1873.

Whereas the above-named James S. Emery hath prayed an appeal and prosecuted a writ of error to the Supreme Court of the United States to re*serve* the decree rendered in the above-entitled action by the circuit court of the United States for the district of Kansas.

1778 Now, therefore, the condition of this obligation is such, that if the above-named James S. Emery shall prosecute his said appeal and writ of error to effect, and answer all costs and damages if he shall fail to make good his pleas, then this obligation shall be void; other wise to remain in full force.

JAMES S. EMERY. [SEAL.]
D. F. MITCHELL. [SEAL.]
H. D. WHITMAN. [SEAL.]

STATE OF KANSAS,
Douglas County, ss:

James S. Emery, David T. Mitchell, and H. D. Whitman, being each duly sworn, depose and say, each for himself, that he is worth the sum of twenty-five hundred dollars over and above all his just debts and liabilities, and all his legal exemptions.

JAMES S. EMERY.
D. T. MITCHELL.
H. D. WHITMAN.

Subscribed and sworn to this 1st day of July, A. D. 1873, before me.
[SEAL.]

A. J. REID,
Notary Public, Douglas Co., Kas.

Approved, July 5, 1873.

JOHN F. DILLON,
Circuit Judge.

In the Supreme Court

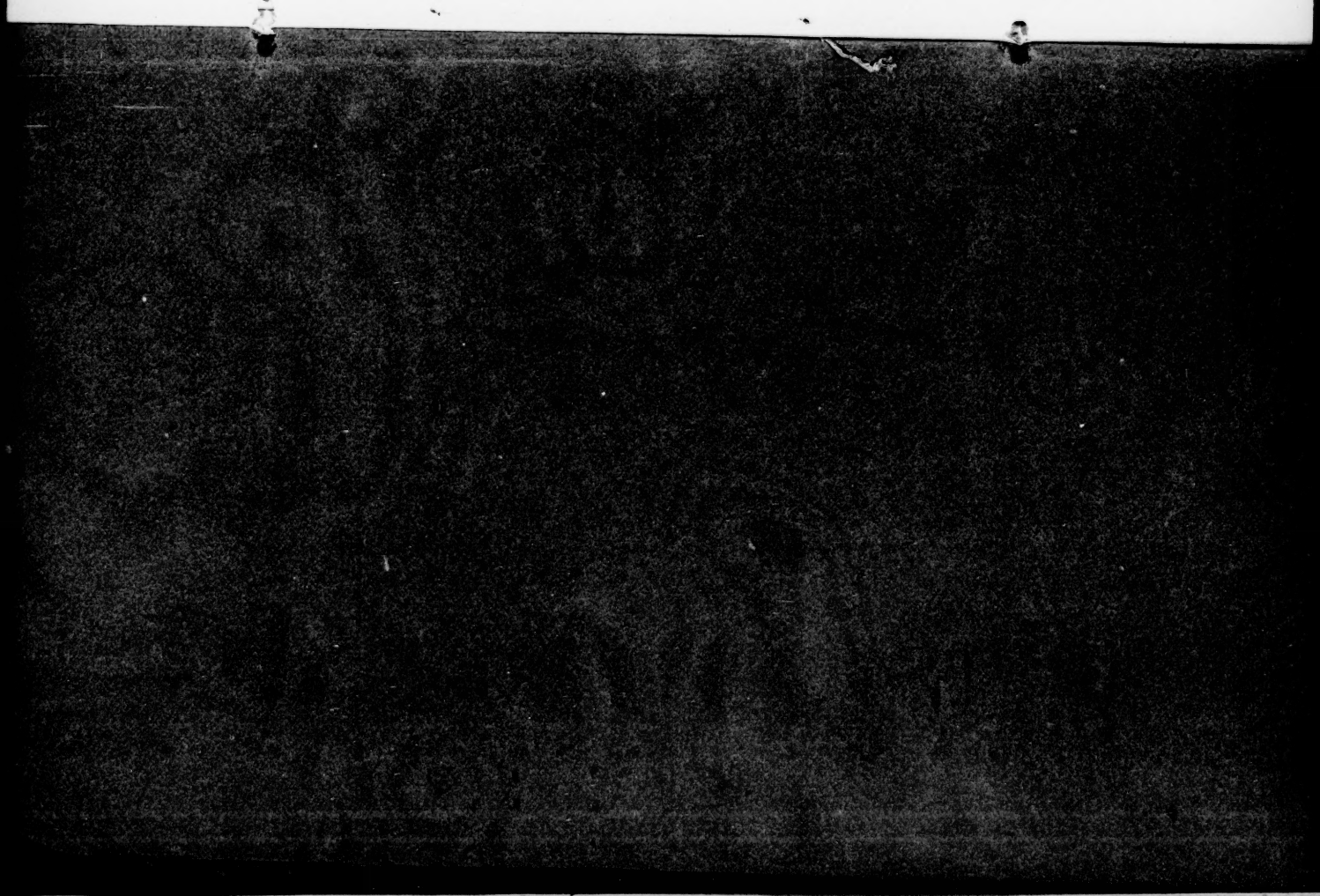
OF THE UNITED STATES.

OCTOBER TERM, 1875.

THOS. A. OSBORN, *et al.*,
versus
THE UNITED STATES.
No. 77

ERROR TO CIRCUIT COURT OF UNITED STATES FOR DISTRICT OF KANSAS.

KETCHESON & DURFEE, Leavenworth, Kansas.



In the Supreme Court

OF THE UNITED STATES.

OCTOBER TERM, 1875.

THOS. A. OSBORN, *et al.*,
versus
THE UNITED STATES. } No. 294.

ERROR TO CIRCUIT COURT OF UNITED STATES FOR DISTRICT OF KANSAS.

STATEMENT.

On the 23d day of February, 1863, proceedings were instituted in the *District Court of the United States* for the District of Kansas, under the Confiscation Law of the United States, to condemn certain property of Edward S. Brown as an alleged rebel against the United States, and such proceedings were therein had, that judgment of condemnation was rendered against the said property of Edward S. Brown, and the same was ordered to be sold.

At the date of judgment the Hon. Archibald Williams was Judge of said Court; before the sales Judge Delahay became Judge. Afterwards said property was sold on various orders and writs set out in the record, part during the Marshalship of James L. McDowell and the balance during that of Thos. A. Osborn. And so far as testimony shows the proceeds of said sales, collected by McDowell and Osborn respectively, were paid into the hands of Clark J. Hanks, who was then Clerk of said Court, excepting the fees claimed by said respective Marshals.

Afterwards, to-wit: on the 17th of September, 1865, Edward S. Brown obtained a pardon from the President of the United States, and thereupon said Brown filed an answer in said cause and moved the District Court to remove said causes (there were two against Brown's property, to-wit: Nos. 140 and 141, which were consolidated, besides some twenty-five or thirty other confiscation cases) to the Circuit Court of the United States for the said District of Kansas. The cases against Brown's property, to-wit: 140 and 141, were so removed. Before the removal Brown filed in the District Court petition to bring before the Court the following officers of the Court, to-wit: F. G. Adams, C. J. Hanks, A. S. Thomas, James L. McDowell, Thomas A. Osborn and James S. Emery. This, with the cases 140 and 141, was removed as one cause, and the Circuit Court appointed Edward Stillings commissioner to examine papers and records and to take testimony, for the purpose of ascertaining where were the moneys collected and received by said parties, etc., and the costs which said parties are entitled to *retain*, to trace said moneys and ascertain the liabilities therefor of said officers and all others into whose hands said moneys, or any portion thereof, may have gone, etc., (pages 407–411.)

The transfer was made to the Circuit Court October 24, 1870 (page 416), and the appointment of Mr. Stillings was made May 31, 1871 (page 417). Mr. Stillings filed his report (pages 419–425), which was excepted and decree rendered

partially affirming report and again referring the matter to Edmund T. Allen (pages 518–20), who filed his report (pages 640–49), which was also excepted to. Such exceptions were overruled and decree.

ARGUMENT.

This cause presents two or three novel and interesting questions, which have as yet been undetermined by any Court of last resort:

1st. Can Edward S. Brown (who is the *real party* in interest in these proceedings since September 17, 1865) be heard on his petition in this cause as a claimant for this property, when his pardon contains this condition, to wit (page 391):

"4th. That said Edward S. Brown shall not by virtue of this warrant claim any property, or the proceeds of any property, that has been sold by the order, judgment, or decree of a Court under the Confiscation Laws of the United States."

That Mr. Brown was so situated that his property was liable to be confiscated under the Confiscation Laws of the United States is manifest:

1st. By the judgment by default rendered in this cause.

2d. By the fact that he sued for and obtained the pardon by him pleaded and presented.

3d. By the recitals of the pardon which he is estopped from denying.

It follows that if he has any standing in Court it can only be by virtue of the pardon. And we think we are warranted in assuming that his whole right, as before the Court in this cause, is under and by virtue of his pardon.

Is he not in the teeth of the pardon "claiming, by virtue of said pardon, the proceeds of property sold by the order of District Court of the United States under the Confiscation Laws of the United States," the very thing prohibited by the pardon itself. The natural and grammatical construction of the language used in this condition in the pardon is such as

would deprive Mr. Brown of any right to this property, and it is difficult to comprehend how it can be otherwise construed. Yet a different construction has been given by the Circuit Court, (see Woolworth, Rep., 198 in this case), in which her Mr. Justice Miller construes the pardon to intend only such money as had actually reached the treasury or become vested in other persons. This perhaps is a charitable construction, while it can in no light be considered a literal one.

If it had been the intention to limit the prohibition to its becoming *vested* in third parties, or its arrival at the Treasury, why was the word "*sold*" used? In this class of proceedings there are several steps to be taken, among which are *publication* of notice, judgment, writ for sale, sale, and confirmation. Now it is fair to presume that the President knew enough of law to indicate in legal language at what step he intended to cut off Mr. Brown's right to claim under the pardon, and I suggest that to give Judge Miller's construction is to say that the President was somewhat ignorant of law terms, and is disrespectful to him.

Again, a pardon is usually considered a *personal* favor, and it is a new idea to consider it a muniment of title to property. It has been decided in the Court of Claims that that is the extent of its functions, and whether that is right or wrong, so far as this argument is concerned, is immaterial. Yet where it is a matter of doubt, no such great latitude to the pardon should be allowed as to permit a party claiming under it to violate and disregard the letter and spirit of its terms and conditions.

II.

Another question that arises in this case is:

What is the limit to the authority of courts in punishing by attachment for contempt?

Sec. 725, p. 137, Rev. St. U. S.

Indicates the full power of the Federal Courts to punish for contempt, and this statute must be considered in the way of a limitation rather than a grant of power.

By the language of this law the power is given to punish "*officers, parties, witnesses and other persons* for disobedience to any *lawful* writ, process, order, rule, decree or command of the said Court."

If the proceedings under which these parties have been brought before the Court have any meaning, they could only be considered as the initiation for an attachment for contempt of some Court. If this a correct position, from this record, what Court made the order? and what Court must issue the attachment? The Circuit Court made *no order, decree, rule or command;* neither did issue any *writ* or *process* which has been disobeyed. If any such has been issued, it was that of the District Court alone, and no Court can punish a person for contempt save for disobedience of its own orders. And it is very questionable whether the transfer gives the Circuit Court any such power. See

20th Cal., 151.
7th Iowa, 501.

Again: In no case has the time within which an attachment can be issued, been determined in the United States, nor has any definite rule been stated in England by way of limitation. The rule as stated in Comyn's Digest, is as follows:

"The motion for an attachment against a witness should, as in other cases of contempt, be brought forward as soon as possible."

1st Comyn's Dig., (Day's Ed.) 719, note 1st.

See, also,

7th Term Rep, 452.
3rd Bos. & Pull, 151.
1st Bacon's abr. (Bonvier), 469.

This rule is quoted approvingly in New York. See
7th John's, 555.
9th John's, 72.
17th John's, 35.

In this case McDowell, Osborn, Emery, Hanks, and every officer included in this proceeding were out of office several years, at least five years prior to the institution of this proceeding, and if this rule has force, far too much time has elapsed before Brown's petition was filed, and this proceeding cannot be sustained.

It seems to us that (if Mr. Brown has any remedy) there has been a mistake as to the right one, and that when these proceedings were instituted, Brown should have brought suit on the office bonds of these various officers, and *not* sought in this summary way to enforce what he believed to be his rights in these cases.

For these reasons we submit that the Circuit Court had no jurisdiction to hear and determine these matters in the way in which they have been presented.

III.

But upon the theory that in these suggestions as to the jurisdiction of the Court, we have been and still are in error, and that the Circuit Court had full jurisdiction to hear and determine as to Mr. Brown's rights in the way and manner he was elected.

We submit that that Court erred,

1st. In sustaining the portion of Stillings' report, which was sustained.

2d. In sustaining Mr. Allen's report.

3d. In rendering the decrees which have been rendered by said Court in confirming each of said reports.

In one respect the report of Stillings and Allen are incorrect, and the action of the Circuit Court in confirming them erroneous.

It will appear from the record (page 654), that of the funds to which Brown had any claim after deducting all costs which he allows to be just and proper, there remains, as he claims, the sum of $16,508.27.

Yet in all these decrees the orders are to pay into Court as follows:

McDowell		$11,646 04
Osborn		2,526 92
Hanks		262 20
Of mixed money:		
Osborn	$1,223 30	
Emery	775 67	
Garvey	197 00	$2,195 97
Total		$ 16,641 20

While:

Robert Crozier paid into Court		$ 505 00
Morton, " "		162 18
Thomas, " "		152 64
Williams, " "		30 00
Total		$17,491 02
Deduct		16,508 27
Excess		$982 75

Showing that exclusive of interest the Court went beyond the just and legitimate claim of Edward S. Brown, while no other cause was before the Court, save 140 and 141. See decree (pages 653–4), thus disposing of funds other than Brown's, in a cause where the rightful owner, if any, had no voice.

IV.

Again: It will be manifest from an inspection of both the reports of the masters (Stillings and Allen), that they have labored under a *serious mistake* as to the true construction to be given to the 42d rule in Admiralty.

The universal practice of all Courts, both in England and America, is for the Clerk to have the custody of all moneys paid into court, and the peculiar language of the 42d rule is, as we understand it, in no way in conflict with that practice. It reads:

"All moneys, paid into the registry of the Court, shall be deposited in some bank designated by the Court, etc.," clearly implying two separate and independent acts, to wit: 1st. A *payment* into the "registry;" and, 2d. A *deposit* by the register in the "designated bank."

Yet both Stillings and Allen have *held* that the *Bank* is the *Registry*, within the meaning of the rule (see their report, page 419), and as a necessary consequence, great injustice has been done to the marshals (Osborn and McDowell), by reason of their mistake in this important respect.

Webster defines the word "register" to be "an officer or "person, whose business it is to write or enter in a book ac- "counts of transactions, particularly of the acts and proceed- "ings of *courts* or other public bodies."

And he defines the word "registry" as "the place where a "register is kept."

Bouvier defines the word "register, or registrar," as an "officer authorized by law to keep a record called a register "or registry."

"And the word 'registrarius,' as an ancient name given to a notary. In England this name is confined to designate the officer of some court, the records or archives of which are in his custody."

Burrell defines "register" to be "an officer authorized to "keep a public record or charged with the custody of rec- "ords."

And Judge Betts, in the case of the Laurens, 1st Abb., 516, says: "the marshal may, undoubtedly, if he elects so to "do, proceed directly to the appointed bank and place money "in deposit in that form; provided the bank will accept it "from him. But it is manifest, that an orderly and accurate "method of conducting this business and keeping the ac- "counts so that all parties in interest can acquire the infor- "mation they need in respect to deposits, and so that the "funds shall be emphatically in public keeping, is indispensa- "ble. The courts in this district require, to that end, that "the money be paid into court, to be deposited by the *clerks* "under the title, etc."

Now, we think, it cannot be doubted from this language, that Judge Betts understood a payment into Court to be a payment to the clerk of that Court, because, when paid into Court, the officer named as the proper one to deposit it, is the clerk, and if it was not under his control how could he deposit it?

In the case, among these confiscation cases, The United States vs. Property in Miami county, confiscated as the property of Guinan, there are two writs of "*venditioni exponas*," each of which in express terms require as follows: "and you are further commanded to have the money arising from the said sale, in said Court within sixty days from the date hereof *and to pay the same to the clerk of this Court*," showing that such was the understanding of the District Court for the District of Kansas, as to the proper mode for these officers to dispose of the funds by them collected. And the language of every "order of sale" contains the order to pay into Court; some, perhaps the most of them, omit the words in italics. The meaning is the same, however. Now suppose the reverse of our understanding is the true one, and it be correct that the clerk could not receive the money; in what dilemma is the Marshal placed? The order of the Court compels him to pay the money to the clerk, but the clerk's receipt is no protection to him. If he obeys the order of the Court and pays to the clerk, what security has he that the

fund will be rightly disposed of. Such a view makes it hazardous for the Marshal to part with the money under any circumstances, and Judge Betts implies that it is merely discretionary with the bank to receive it from him, thereby compelling the Marshal to stand as the surety of every officer, from the Judge who draws the check, to the clerk who by law must deposit the fund, and the bank with whom it is deposited. See also Benedict's Admiralty Practice, sections 332–3, requiring the clerk to keep a register, and defining his duties, which, we think, clearly sustains our views upon this point.

Now, if this is a true construction of the 42d Rule in Admiralty, both McDowell and Osborn ought to be protected in so far as they have paid money to the clerk of the proper Court.

The evidence shows that of the money charged against McDowell (by Stillings and Allen), $8,287.46 was paid by him to the clerk, and he held and offered in evidence his (the clerk's) receipts for the same (pages 615 and 616); and that of the moneys charged by both reports against T. A. Osborn, the sum of $9,484 51 (page 638) was by him paid over to the clerk and his receipt given therefor.

Both these sets of receipts are in evidence, and no evidence is offered showing that these sums were not paid. Yet, upon a theory that the clerk was not the proper person to receive and deposit the money, all this is rejected by both Stillings and Allen, and these sums are still charged against McDowell and Osborn, and the Court sustains these reports and decrees that these officers shall pay over these sums.

But it may be as it has been contended, that these receipts are not evidence of the payment of money; that Hanks, Osborn and McDowell have no recollection of the mode and manner of the settlements by which these receipts were obtained, which may readily be believed when they were respectively relating transactions of *eight* and *ten* years preceding the date of their testimony. But at all events, the receipts are beyond question *genuine*—were executed by the

Clerk. They evidence the payment of money to him as such Clerk, and he, and he alone, can contest them

He was the proper person to pay the money to; he received or gave his voucher for it, who except him is interested to contest the validity of these receipts? and who else is accountable for the money received by a Clerk save his sureties?

But let us see what is the testimony on these points, and ascertain whether Mr. Allen (page 643) correctly comments on the testimony. See his report (page 643.)

He says: "It is unnecessary to notice Mr. English's argument upon the construction of the 42d Admiralty Rule and the meaning of the word *registry* as regards the pretended payment of $8,187.46 to C. J. Hanks as Clerk, and whether such payment was within the meaning of the rule, a payment into the registry, because I find from the evidence in the case that no such payments were made by McDowell to Hanks, as are stated by the receipts, dated August 6th, 1864, and December 1st, 1864," &c. Now if there was evidence conflicting on this point, perhaps it would be unreasonable to expect the Court to investigate and weigh the testimony and reverse Mr. Allen's report.

But after careful study of the whole testimony, I am at a loss to understand from whence Mr. Allen procures his evidence to sustain his statement. C. J. Hanks testified not *one word* in regard to these receipts; his attention was not called to the matter. See his testimony (pages 442–50). Nor did he allude to the receipt of Osborn. He no where claims or pretends that he did not get the money they call for. See McDowell's testimony (pages 557–8; also 561; also pages 509 and 510,) while McDowell swears unequivocally that the money was paid, whether all at one time or at different times he cannot remember. And this is all the testimony to sustain Mr. Allen's report.

Now is this report based upon the testimony, or does it correctly state the effect of the testimony? There are, from the nature of the case, two witnesses, and but two, who

know whether money was paid when these receipts were given. One is not asked in regard to them, the other swears he paid the money. Yet on this the master reports that no money was paid. I defy any searcher of this record, by citations from the record, to produce evidence to sustain Mr. Allen's statement.

The same facts are true as to Osborn, except that in his case the testimony shows the money was all at one time paid, and that at the date of the receipts.

V.

As to the fees claimed and allowed to Osborn, McDowell and Emery, it is contended that there has been no record of the allowance of any fees to these officers from the fact that these fee-bills and endorsements thereon by the Judge were not copied upon the journals of the Court. But we do not understand that the law is to be thus strictly construed. It is true, that it would have been better if the allowances had been spread upon the journals, but to make them valid it is not necessary that that should have been done. All the papers on file in a cause constitute part and parcel of the record. A petition and answer, and a reply under our Code, each make part of the record. The declaration, pleas, demurrers, replications, etc., at common law, have ever been deemed part of the record, and we may search in vain through the journals of any Court to find either the one or the other. Everywhere they have been endorsed "filed" by the clerk, whose endorsement alone makes them part of the record. Every witness examined on either side testify that such papers were placed on file, and that no fees were paid or checks drawn save upon such fee bills presented in Court and endorsed as allowed by the Judge. Now, our understanding of the universal practice in every Court is that the proper manner to raise such a question is by a motion to re-

tax the fees of the officers, and in the absence of such a motion the allowance of them must be considered as "*a thing adjudged*," no longer to be inquired into by any other Court, or even by the Court allowing such fees, and it seems to us to be too late after ten years, certainly over eight years after the allowance, to now, for the first time, raise any question in regard to them, especially in this collateral manner.

Yet, under the Confiscation Law no fee-bill concerning services in confiscation cases was ever by Congress adopted, but the compensation of the officers for services, by them rendered in such cases, was left to the discretion of the Judge, and whether he has exercised that discretion properly in these cases, we think cannot now, and especially by another Court, *by way of a* review in the nature of an appeal, or an examination as on a *writ of error*, be reconsidered and inquired into. The Supreme Court of the United States (2d Howard, 207; 15th Curtis Con, 106), use this language: "Costs in the Admiralty are in the sound discretion of the Court, and no Appellate Court should ordinarily interfere with that discretion unless under peculiar circumstances."

VI.

Again, in both these reports (see page 429), McDowell is charged with $2,689.94, which Adams (former clerk) testifies he paid to McDowell, and which McDowell testifies he did not receive, which should not be chargable as against McDowell, because

1st. Under the 42d rule in admiralty Adams should have been the custodian of said money, and he had no right to pay it to McDowell, nor had McDowell any right to receive it.

2d. The testimony was equally balanced as between Adams and McDowell, while the law holds Adams responsible, he must account for the money by preponderance.

Yet this error arises from the mistaken theory of the Court and the two Commissioners (Allen and Stillings) that no money was to be paid to the Clerk, and that the marshals were to pay money into the bank.

If the 42d rule in Admiralty is to be regarded as we have construed it, by what right did Mr. Adams pay any of this money to the United States Marshal? If he had of these funds, his business was to pay the same to the bank, and to no one else, and on the theory of the Circuit Court, and Messrs. Stillings and Allen, he should have been held chargable to this extent, just as in all other cases where the marshals have paid to the Clerk, they have decided such payment to be illegal, and still hold Osborn and McDowell responsible for it. In this respect the theory of the Circuit Court and of the Commissioners is inconsistent.

See McDowell's testimony, pages 535–6, and
Adams' testimony, pages 468–9.

VII.

Again, questions have arisen on the question whether the reports of Stillings and Allen were to be correctly sustained in regard to the views entertained by them as to checks drawn by the Court on the confiscation fund in the bank, which needs but few words. The theory upon which the Court (Circuit) acted was that because these checks are not drawn in the form designated by the 42d rule in Admiralty, therefore they are void. Under the confiscation law the cases are to conform as near as may be to Admiralty cases; hence the force of this rule as applied to this class of cases. But in confiscation cases the distinction as to the various funds drawn upon cannot apply; because the proceeds of all sales go into one fund, and it goes at once to *the Treasury of the United States*, and there is no other order contemplated but one general order to pay the Treasurer. Hence, we think it

follows that the check on these funds, which is drawn by the Judge and attested by the Clerk, is sufficient without designating the further particulars required by the 42d rule, because in this respect the cases are unlike Admiralty cases. If this is correct, the Circuit Court erred in sustaining these views and rulings expressed by Messrs. Stillings and Allen, and however the Judge and Clerk might be responsible, the recipients of all such checks should be held harmless.

In this argument we think we have demonstrated that the Circuit Court had no jurisdiction over the petition of Edward S. Brown, because of the condition of his pardon which prohibited his claiming this property.

2d. That in the manner of the institution of this proceeding he has commenced too late, and the Court lacks the power to aid him by way of an attachment.

3d. That on the theory that we are wrong in our theory on the two preceding propositions; that on the merits the Court exceeded its authority and undertook to dispose of money not in the cause before it.

4th. The Court erred in adopting the theory it did in construing the 42d Rule in Admiralty, which lead to gross injustice both as to McDowell and Osborn, compelling them to pay over thousands of dollars by them rightfully paid to the clerk.

5th. That the Court erred in charging McDowell with the money properly in the hands of Adams, and which by the weight of evidence still is there, which is adverse to the Court's theory of the proper disposition of the money under Rule 42, as well as to our theory.

6th. That the Court's theory of the application of Rule 42

to confiscation cases is incorrect, and therefore all checks drawn by the Court must stand.

And for these reasons, we hold that in this record there is error in this, and we assign the following as errors in this cause:

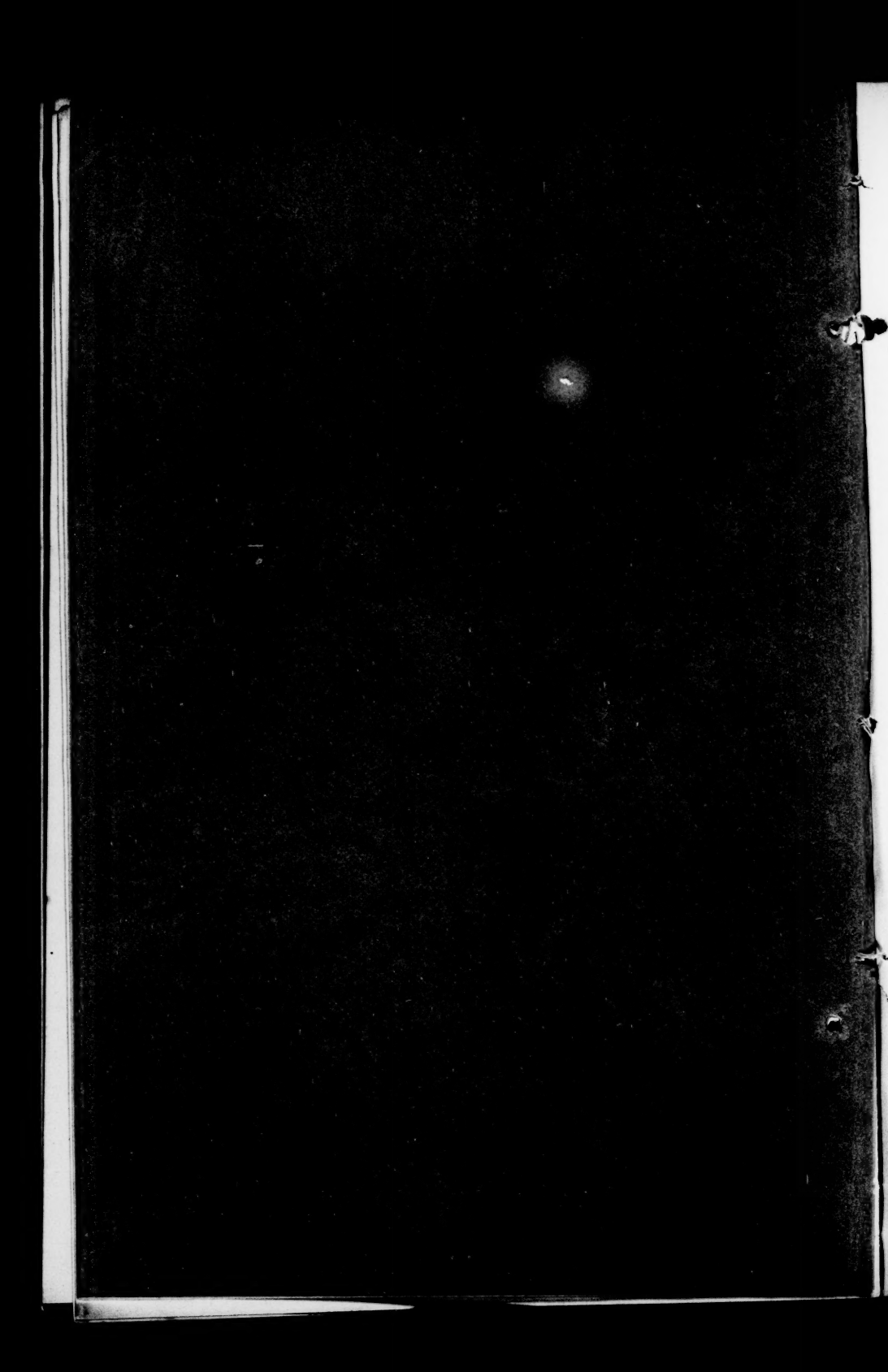
1st. That the Circuit Court had no jurisdiction to entertain the petition of Edward S. Brown.

2d. That said Court erred in that it sustained the report of Edward Stillings, overruling the exceptions thereto.

3d. That said Court erred in sustaining the report of E. T. Allen, overruling exceptions thereto.

4th. The Court erred in rendering decree as to the parties appealing.

James W English
R M Corwine & Son



Supreme Court of the United States.

THOMAS A. OSBORN *et al.*
vs.
THE UNITED STATES.
No. 77.

ADDITIONAL BRIEF.

The pardon in this case does not restore the property that was *condemned*. The office of a pardon by the President does not go that far.

1st. The President in no sense has control over the property of the derelict citizen after judicial sentence. The title to the property never was in the President, and he had no pecuniary or other interest in or control over it. If liable to forfeiture, it was forfeited to the United States for offenses committed against the Government. The President, like any other executive officer of the Government, was charged with the duty of having it seized and condemned by the officers and machinery of the law. He was not invested with authority to take and appropriate it to his own use, as the king is in England. He has no personal or other interest in it any more than any other citizen; no more than has the judge who pronounces the decree of condemnation, or the marshal who seizes and sells it.

In the absence, then, of anything in the Constitution giving him such power, the President cannot lawfully exercise it.

The authority to grant pardons is derived from our English origin, and its interpretation by the authorities of that

country must govern our courts in construing the words as used in our Constitution.

United States *v.* Wilson, 7 Peters, 150.

All lands were held by the king of that nation, and all grants derived from him.

1 Coke's Inst.

1 Blackstone's Com., 286.

So of goods.

1 Blackstone's Com., 251, 299.

All that is forfeited to the king he may restore.

3 Coke's Inst., 233, *Pardon.*

3 Mill, 240.

Hawkins' Pleas of the Crown, 548.

1 Saunders, 362.

So much for the general power of the President to restore forfeited property.

This question is discussed with great learning by Mr. Justice Loring, in the opinion of the Court of Claims in the case of Knote *v.* The United States, not yet printed in the volumes of the reports of that court.

2d. The pardon itself does not embrace the restoration of forfeited property. (Printed Record, p. 372.) It expressly inhibits Brown from claiming any property, or the proceeds of any property that has been sold by order of judgment or decree, &c.

This property was condemned by the court, (Record, pp. 62 and 224) and sold by its order. (Record, pp. 331 and 357.) (We do not refer to all orders of sale and confirmation of sales. They are numerous.) These will suffice to show that this is an attempt to claim what the President expressly declares cannot be done.

It is a claim for the proceeds expressly not restored by the terms of the pardon.

So that, if the President had the authority to restore forfeited property, he has failed to exercise it in this case.

3d. But this court has sufficiently disposed of all these questions in its learned opinion pronounced at this term in case No. 27, Semmes *v.* The United States.

It is therein held that the decree of condemnation vested the property in the United States without a sale, and that it was error in the District Court to set aside such a decree after the term, &c. The decree on page 224 was entered June 5, 1868, and Brown's answer filed October 12, 1868. (Record, p. 401.)

R. M. CORWINE,
J. W. ENGLISH,
QUINTON CORWINE,
Attorneys for Plaintiffs in Error.

In the Supreme Court of the United States.

OCTOBER TERM, 1875.

No. 77.

THOMAS A. OSBORN, JAMES S. EMERY AND JAMES L. McDOWELL, PLAINTIFFS IN ERROR,

VS.

THE UNITED STATES.

In Error to the Circuit Court of the United States for the District of Kansas.

Argument of Henry Beard and Chas. H. Armes

IN BEHALF OF

JAMES S. EMERY, ONE OF THE PLAINTIFFS IN ERROR.

WASHINGTON:
PRINTED BY JOHN L. GINCK,
1875.

In the Supreme Court of the United States.

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vs.
THE UNITED STATES.
No. 77.

In Error to the Circuit Court of the United States for the District of Kansas.

ARGUMENT IN BEHALF OF JAMES S. EMERY, ONE OF THE PLAINTIFFS IN ERROR.

STATEMENT OF FACTS FROM THE RECORD.

The writ of error in this case was allowed on the 8th of August, 1873, (Pr. Rec., p. 1) to bring before this court, on review, the decree of the circuit court for the district of Kansas, entered June 9, 1873, in a case therein, No. 305, entitled *The United States* vs. *A Bond for* $600 *et al.* Pr. Record, 653.

The decree appealed from recites that:

"This day this cause came on to be further heard on the petition of Edward S. Brown, and the papers formerly read, including the report of Commissioner Stillings and the testimony taken before him, and the examination of witnesses by H. C. Hollister, special examiner, and the report of Edmund T. Allen, "Special Master," &c. * *

That portion of the decree adverse to Emery is as follows: (Pr. Rec., 654, 655.)

"And it appearing that the persons hereinafter named have undistinguishably mixed moneys, arising in cases 140 and 141, with money in other cases, to the amount reported by the said Allen, it is ordered, adjudged, and decreed that of said moneys so mixed there be paid into the registry of this court by the persons hereinafter named, with interest thereon, at seven per centum per annum, from the 26th day of April, A. D. 1866, to the day of payment, the following sums, to wit: Thomas A. Osborn, twelve hundred and twenty-three dollars and thirty cents, ($1,223.30,) with interest as aforesaid; James S. Emery, the sum of seven hundred and seventy-five dollars and sixty-seven cents, ($775.67,) with interest as aforesaid; E. C. K. Garvey, the sum of one hundred and ninety-seven dollars, with interest as aforesaid; all of which said sums shall be treated as moneys arising from sales and collections in or belonging to cases 140 and 141; but this order is not intended, and shall not be construed, if the payment herein required be made, to relieve said parties from any further or other liability, in cases other than 140 and 141, as to which other cases this court has no jurisdiction to make any orders or decrees.

The costs of this proceeding shall be taxed by the clerk agreeably to law and the rules of this court, including an allowance to Edward Stillings, special commissioner, for services herein, the sum of one thousand dollars, ($1000.00,) from which he will make a reasonable compensation to Hamilton Ellis; to Edmund T. Allen, special master, for services herein, the sum of four hundred dollars, ($400.00;) to H. C. Hollister, special examiner, the sum of two hundred and seventy dollars and———cents, which the clerk is authorized and directed to pay out of the first moneys which shall be paid into the registry of this court under this order; but all of said costs will be taxed against, and paid by, the said James L. McDowell, Thomas A. Osborn, C. J. Hanks, and James S. Emery.

It is further ordered that if said amounts be not paid as aforesaid within thirty days, that execution may issue as at law to collect the same, and one execution may be issued against all who shall be thus delinquent, reciting the amount due from and to be collected from each, which the marshal will enforce in the manner prescribed by law; and said writs may include the amounts herein adjudged against the persons aforesaid as costs, and authorize their collection, including also all necessary costs.

No decree is made at this time against Clark, Gruber & Co., but the question of their liability is left open for further order, with leave to any person in interest to apply hereafter for such decree or order against them, as may be just and proper. If the amounts herein adjudged and ordered to be paid into the registry of this court are not paid nor collected on execution, the clerk is directed to issue an attachment against such as may be delinquent, returnable to the next term of this court, to show cause why they should not be proceeded against for contempt. And the United States district attorney for the district of Kansas shall also, at the suggestion of the petitioner herein, bring suit upon the official bonds of such of the said officers as shall fail to make payment into the registry of this court, pursuant to this order, and take such other steps as may unto his duty appertain."

The original causes combined in the case of the United States *vs.* a bond for $600 were instituted in the district court for the district of Kansas, on the 23d of February, 1863, under the act of Congress of 17th July, 1862, entitled "an act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes." 12 Stats., 589.

Sundry informations having been consolidated into the causes Nos. 140 and 141, such proceedings were had in pursuance of said act of Congress in said court that on the 5th of May, 1863, in case No. 141—the *United States* vs. *A Bond for* $600, *&c.*—a decree of forfeiture was entered against Edward S. Brown, on motion of Robert Crozier, United States district attorney, said judgment reciting as follows:

"On motion of Robert Crozier, esq., United States district attorney, proclamation is made for all persons having anything to say why the same should not be condemned and declared forfeited to answer the prayer of the information herein, and no person appearing, on like motion it is ordered that the defaults of all persons be entered, and that the said bonds and mortgages, credits and property be and the same are hereby condemned and declared forfeited

to the United States of America to answer the prayer of the libellant herein."

Further proceedings were also ordered to compel the obligors and mortgagors to show cause why they should not pay to the United States the moneys mentioned in their notes and bonds. Pr. Record, 78 and 79.

In case No. 140 a similar decree was entered on the same date. Pr. Record, 191 to 193.

Under the subsequent proceedings in said causes Nos. 140 and 141, the obligors and mortgagors paid the sum of $20,998.43 according to the report of Edward Stillings, special commissioner, dated July 26, 1871. Pr. Record, 425 and 426.

The statement just referred to does not show that any of this $20,998.43 was paid to James S. Emery. Emery was United States district attorney for the district of Kansas from April, 1864, until May, 1867. Pr. Record, 589; manuscript, 1,609.

The proceedings to make Emery a party to the original causes, Nos. 140 and 141, were instituted November 10, 1869, (Rec., p. 407,) after Emery's official term had expired.

Said Edward S. Brown, whose property had been confiscated by the decrees of May 5, 1863, having been pardoned by the President of the United States, filed his motion in said causes, Nos. 140 and 141, November 10, 1869, setting forth his citizenship and residence pending the above proceedings, his title to the property at the begining of the rebellion, the confiscation proceedings, and the decrees of condemnation and forfeiture, the order that the several debtors pay the several amounts due by them into court, the amount which he assumed had been received by the various officers of the court, (naming among others J. S. Emery) and praying that the cause be referred to a commissioner to ascertain the moneys collected and received by the said several officers of the court under the decrees and orders therein, and the costs which

said several officers were entitled to retain, to trace said moneys and ascertain the liabilities of said officers therefor and all others into whose hands said moneys or any portion thereof may have gone, &c., and for judgment against the several officers and persons liable therefor and execution thereon, and that rules might be issued against said Emery (among others) to show cause why said prayer should not be granted. Pr. Record, 407 to 410.

The allegation in Brown's petition is as follows, so far as Emery is concerned:

"James S. Emery, who was United States district attorney for the district of Kansas, who succeeded Robert Crozier, and who, as attorney for the Government in said suits, performed little or no service, received of said moneys deposited in said registry at one time $80, and at an other $1,205.67. These moneys together, $1,285.67, are greatly in excess of any fees to which he was entitled in these cases, and your petitioner is not informed of any other claim which he had therein."

On the 24th October, 1870, the case consolidated was removed from the district court to the United States circuit court for the district of Kansas, it appearing that the judge of the district Court was so concerned as to render it improper for him to sit in the further hearing of the cause. Printed Record, 416.

These proceedings were had at the instance of said Edward S. Brown. The record does not disclose a subsequent decree in favor of Brown, but it does disclose the fact that the district court on the 12th November, 1868, (printed record, 401) entered an order in cases Nos. 140 and 141, consolidated, as follows:

"It is thereupon now by the court here considered, ordered, adjudged, and decreed, that all the property and money heretofore had, collected, or received, by any officer or officers of this court, under, in pursuance, or by virtue of the judgments, orders, and decrees, or any of

them, in these cases, heretofore made or rendered, be by such officers immediately brought in this court, and that all unpaid legal costs in these cases, or either of them, incurred on or before the 26th day of April, A. D. 1866, be then taken therefrom and paid to the parties entitled thereto; and that all of the property and money aforesaid, except so much thereof as are necessary for the payment of the legal costs incurred in these cases on or before said 26th day of April, 1866, be paid to said Edward S. Brown; and these cases are reserved for such other and further proceedings, judgments, and orders as are, or shall, or may be or become necessary or proper therein."

The moneys which Emery did receive during his term of office were drawn out of the registry of the court, as we understand the record.

Special Master Edward S. Allen found against Emery as follows: (Printed Record, 644.)

"I further find that James L. Emery withdrew from the registry of the court, of moneys arising from cases Nos. 140 and 141, and other confiscation cases, the sum of $1,285.67, and received from A. S. Thomas or T. A. Osborn the sum of $1,500, making in the aggregate the sum of $2,785.67. As before found, Mr. Emery was entitled to fees, charges, and allowances in cases Nos. 140 and 141, in the sum of $25, and in all other confiscation cases in the sum of $1,985, making an aggregate of $2,010. I therefore find that James S. Emery is liable to restore to the registry of the court the sum of $775.67."

* * * * * * * *

"I have been unable to determine, from the evidence and arguments of the counsel, upon what theory Emery should be required to account for the whole amount he withdrew from the registry, being entitled in all the confiscation cases to fees to the amount of $2,010, and having received, so far as I understand the evidence from Osborn and from the registry, only the sum of $2,785.67, and my finding is accordingly."

On this report the final order against him appears to have been entered. And this report appears to be based upon the evidence of Osborn, Thomas, and Emery.

The moneys thus charged by Master Allen against Emery are made up as follows. (Pr. Record, 427):

Paid by bankers designated by the court, viz:	
Clark, Gruber & Co., April 27, 1874.....	$80 00
Also paid by Clark, Gruber & Co., bankers, August 29, 1864, (Record, 428.).....	1,205 67
	$1,285 67

See also transcript from bank books of Clark, Gruber & Co. Record, 427, 428.

Commissioner Stillings, (Record, 430,) found that these payments to Emery were *from the registry, out of the moneys mixed in said registry.* Emery also received the sum of $1,500, apparently in the month of August, 1865. It appears from the evidence of A. S. Thomas, clerk of the U. S. district court for the district of Kansas, (Record, 487,) that the judge of the district court gave an order in favor of Emery for the sum of $1,500, about the month of August, 1865; that Thomas A. Osborn, marshal of said court then had in his hands sundry moneys to the amount of $1,930.68 collected by him from January, 1865, to August 17, 1865, as Mr. Thomas states; that in a conversation between Osborn, Emery, and said Thomas, Thomas gave his receipt for $1,930.68 to Osborn. [For a copy of this receipt see Exhibits to returns of Hallister, (Pr. Record, 638; manuscript, 1721.] The money expressed in this receipt was partly paid to Thomas by Emery's receipt from Thomas for the sum of $1,500. This amount of money was not handed over by Osborn to Thomas, when Thomas' receipt was taken, but in place of it the receipt of Emery was substituted upon an order which was in Emery's favor signed by the judge of the court. This account of the transaction from the testimony of Thomas, is in accord with the testimony of Osborn, upon the same subject. (Record, p. 475, from middle to bottom of the page.) Mr. Emery does not recollect this, but says generally that for

money handed him by Marshal Osborn he receipted to the clerk of the court. (Record, pp. 588, 589, 591.)

The money obtained by Emery was taken out of the registry of the court from the clerk of the court, according to the receipt filed with the clerk on an allowance made by the judge of the court.

Mr. Emery, in his testimony, (Pr. Record, 587; manuscript, 601,) says: "I presented for all moneys that I received for services in confiscation cases, written bills to Judge Delahay for his approval and allowance, and then took those bills, when allowed, to the clerk and delivered them to him for the purpose of getting my money on them."

He says, however, that the money received did not equal the amount of all the allowances that were made and filed in his favor, by from $600 to $800. Commissioner Stillings in making up a statement of fees to which Emery was entitled in confiscation cases, (Pr. Record, 434,) aggregates as follows:

57 cases of condemnation, at $30 each.....	$1,710 00
55 cases of confirmation of sale, at $5 each....	275 00
In confiscation cases, Nos. 140 and 141, five confirmations, at $5 each.....	25 00
Total.....	$2,010 00

This computation of fees is restricted to cases of judgments of condemnation and cases of confirmation. No computation has been made for services in cases dismissed, or otherwise disposed of, or for services not strictly falling under the two heads of computation.

By the statements of Mr. Emery his bills included charges for other services than those for which the commissioner made allowances, and the bills were approved by the district judge.

As above shown the $1,285.67 was drawn by Emery, on

order of the clerk or judge, from Clark, Gruber & Co., the designated bankers of the court.

By reference to account No. 4, referred to in examination of A. M. Clark, (so printed in the record as to be difficult to understand, pp. 427, 429,) it appears that the bankers, Clark, Gruber & Co., received and deposited to the credit of the "District Court of the United States" in November, 1863, and to 17th Feby., 1864..... $8,319 02
17th Feb'y, 1864, to 10th June, 1864..... *8,143 26

Total..... $16,462 28

These moneys belonged in part to cases 140 and 141, and partly to other cases.

From account No. 3, (Record, 427) it appears that there had been collected by McDowell & Osborn, in confiscation cases other than 140 and 141, the sum of $11,557.00. We understand these accounts to exhibit different moneys and not the same.

*This amount is obtained by deducting balance of $5,200.94 from $13,344.20. (Rec., 428, 429.)

Assignment of Errors.

It is respectfully submitted in behalf of Emery that the following errors appear upon the record in this case:

First. The judgments of condemnation against Brown, entered May 5, 1863, divested his interest in all the property confiscated, and he has not been restored to any rights of property therein by force of law, and has no right to appear in this case. It was error, therefore, to make a decree.

—

Second. James S. Emery, one of the plaintiffs in error, did not wrongfully receive any money which arose from collection and sales of the confiscated property, or any money out of a fund established in the registry of the court as pertaining to this case, and the order of the circuit court against him should, therefore, be reversed.

—

Third. The third error assigned is that the court below, in the case at bar, proceeded to review and re-tax the fees of Mr. Emery as district attorney in some fifty-five other cases, and although it found that his said fees had been paid, from "undistinguishably mixed moneys," arising from these and the other cases, adjudged against him, $775.67, "to be paid into court and treated as money arising from sales and collections in or belonging to said cases 140 and 141."

Fourth. Neither the findings of the commissioners nor the evidence in the case show that Emery was in any manner concerned in mixing or pooling the moneys collected in cases 140 and 141, with other cases of the same kind, on the docket of said district court. No fault is attributed to him, if such mixing has occurred; and it was therefore error in the circuit court to enter a decree against Emery, making him liable for all the costs that have accrued upon the proceedings instituted by Brown

—

ARGUMENT.

In support of the first point above alleged as error, it may be remarked briefly that—

The proceedings against Edward S. Brown's property were taken under the act of Congress of July 17, 1862. The informations charged the commission of acts and the omission of duties by him which rendered his property liable to confiscation, and the decrees of confiscation were duly entered after such proper proceedings as the statute prescribed. Said decrees have never been reversed. The legal effect of these decrees is to divest the title of Brown to the condemned property, and vest the same in the United States from the decree of condemnation.

After property has been condemned, and the title has vested in the United States, it is unwarranted assumption of power for a district court to order the restoration of the property.

In the Semmes case, recently decided in this court, it being a confiscation case under the act of 17th July, 1862, it was stated in the opinion of the court as follows:

"Properties condemned as forfeited to the United States under the aforesaid act of Congress became the property of the United States from the date of the decree of condemnation."

"Judgment of forfeiture was rendered in this case on the fifth of April, 1865, and the land in question became from that date the property of the United States, and it may well be contended that from that time it could not concern the respondent whether the proceedings of the marshal in selling the same were regular or irregular, as the title to the land was lost to him when it became vested in the United States. He now contends that the sale was null, because it was not made on the day named in the writ of *venditioni exponas*, to which the United States make answer that he cannot be heard to raise that question, as his title was divested by the decree of condemnation."

* * * * * *

"By the seizure of the property the district court acquired jurisdiction to pass the decree of condemnation. All the proceedings prior to and in the sale of the land were regular, and the assumption of power by the district court, nearly three years subsequently, to restore the land was wholly unauthorized and was clearly error." * * *

"Much discussion of the special pardon is unnecessary, as it contained the provision that the respondent should not 'by virtue thereof' claim any property or the proceeds of any property that had been sold by the order, judgment, or decree of a court under the confiscation laws of the United States."

Thomas J. Semmes *vs.* The United States, No. 27, October Term, 1875.

Edward S. Brown contends, not that the decree was null, but that the money which had been collected under the confiscation proceedings by the officers of the court should be paid to him, after deducting therefrom certain legal costs; to which we answer that he cannot be heard to say that any money was or was not paid after the decree or decrees of condemnation, nor to claim any money that was or may have been so paid, *all his right, title and interest in and to said property having been divested by the decree of condemnation.*

The confiscation was effected at the date of the decrees of condemnation, viz., the 5th day of May, 1863; all of said interest of Edward S. Brown then became vested in the United States, and Brown's pardon being *special* in its nature, nothing in the premises was restored to him; and the order of the court that any of the proceeds of said property be restored to Brown *over six years* after the decree of confiscation was wholly unauthorized and was error.

Sec. 7 of the act of 27th July, 1862, declares that property condemned according to said act shall "become the property of the United States, and may be disposed of as the court shall decree, and the proceeds thereof paid into the Treasury of the United States," &c. The power of the court over the confiscated property, after confiscation, is limited to disposing of such property, so that the avails of the sales may be paid into the U. S. Treasury. The court has no authority to direct the payment of the net avails of sales or other disposals of the property to individuals. Neither Browne or any other person could have a legal right to receive them, so long as the decrees of confiscation remained in force. To collect and pay into the Treasury of the United States is the duty prescribed to the court by law, and the law controls its action.

The intervention of Brown was allowed by the circuit court, mandate filed June 1, 1868, (Record, p. 397) although it nowhere appears that the decrees of condemnation had been appealed from or vacated. On the contrary, when Brown filed his petition under such leave, from the circuit court, on the 12th October, 1868, his prayer was that "the proceeds of the several bonds and judgments aforesaid, collected in said cases, or either of them, or by any of the officers of this court, be paid and delivered to this respondent, except enough to pay the legal costs in said cases incurred, and that the said bonds and judgments be not forfeited." (Pp. 400 and 401.)

It was only because the property had been condemned as forfeited, that the court had jurisdiction to dispose of it, or collect the money on the forfeited bonds, as provided by statute just cited.

That the property involved in the suits 140 and 141 was duly condemned as forfeited has already been settled in this court. Brown *vs.* Kennedy, 15th Wallace, 591. See pp. 597, 599, where the case of Miller *vs.* The United States, 11 Wallace, 268, is quoted and approved.

The pardon to Brown, granted September 16, 1865, was relied upon by him as restoring his rights and authorizing him to appear and intervene in the pending proceedings in which his property had been confiscated. But the 4th condition of his pardon (record, p. 400) is that "he shall not claim any property, or the proceeds of any property, that has been sold by the order, judgment, or decree of a court under the confiscation laws of the United States." This condition, in its fair meaning, embraces all property that had been confiscated by valid decree of court prior to the delivery of the pardon. We have not separated the items of property confiscated so as to schedule such as had proceeded to sale, or been settled without sale, but inspection will show that the money that Brown is now trying to obtain had been realized from the obligors upon the bonds, &c., under the decrees of the court, before his pardon issued.

Every dollar that Emery received was paid him prior to September 1, 1865, and Brown's pardon is dated September 16, 1865, so that if Emery had received any money from cases 140 and 141, it had been collected and disposed of under orders of the court, before Brown obtained his conditional pardon.

Our first proposition is sustained, and that Edward S. Brown has no right to the money at stake, nor to appear in this cause, and the entry of an order therein on his

petition and for his benefit against the plaintiffs in error by the circuit court was radically erroneous.

2. *The second error we have assigned is that James S. Emery did not wrongfully receive any money which arose from collections and sales of the confiscated property, or any money out of a fund established in the registry of the court as pertaining to this case, and the order of the circuit court against him should therefore be reversed.*

The 7th section of the act of July 17, 1862, directs that the proceedings thereunder "shall conform, as nearly as may be, to proceedings in admiralty or revenue cases." (12 Stats., p.591.) And by section 14 of the same statute, the courts of the United States were invested with power "to institute proceedings, make orders and decrees, issue process, and do all other things necessary to carry this act into effect."

The act authorizes the confiscation of the property. It then directs the disposal of confiscated property, and the payment of the avails of such disposals into the United States Treasury.

To effect these ends, summary authority is conferred on the courts. It is only upon the theory that Emory had in possession or had collected and not accounted for property or money of the United States pertaining to these cases that any order against him can be sustained. So soon as the contrary appeared he should have been discharged.

The petition of Brown, filed November 10, 1869, alleges simply that Emery received moneys "from the registry of the court." If this allegation is correct, it is not true that they were paid out of the fund in the two cases 140 and 141, for no such fund was established. The moneys collected in those two cases were not properly accounted for by the officers who collected them, but Emery did not collect a dollar. He had no authority to collect or receive a

dollar. The exhibit of collections (record, pp. 425 and 426) shows that all these moneys were collected by the clerk and the marshal. These were the proper officers to receive them. The marshal, under the 41st Admirality rule, is empowered to collect, and is to pay into the registry of the court. The clerk of the court, by the 42d rule, is to deposit the money in a bank designated by the court, and to keep an account of each fund, to what suit it pertains, and what sums are to the credit of each fund, and what sums have been drawn from each, and the dates of each and every transaction. Checks on the bank are to be signed by the judge and countersigned by the clerk of the court.

No obligation was imposed by these rules upon the bank which holds the money to keep any separate funds or accounts in the several cases upon the docket of the court of moneys received and paid out in the several cases. That is the duty of the clerk of the court.

Emery did not collect any money pertaining to this case, and could not for that reason be liable to pay it into court. Neither did he receive money out of a fund established by the court and pertaining to this case from any officer. It is conclusively shown by the evidence and reports that no such fund was ever established. The primary duties imposed by the admiralty rules of keeping an account of the separate funds were never performed. No proper account was kept of such moneys as were paid into the registry, or of such as were deposited in the bank of Clark, Gruber & Co. to the credit of the district court. The record discloses no such accounts. The commissioners report that the moneys in bank were the mixed avails of numerous cases. Printed record, p. 644.

Clearly the United States have mistaken their remedy for the injury that they have suffered. If other officers of the court were guilty of negligence and misconduct, and the Government has suffered, those officers and their bondsmen are liable.

Mr. Emery did not collect any money in the case. He did not improperly withdraw any from a fund established by the court as pertaining to the case, and there is error therefore, in entering an order against him to pay money into court to establish a fund.

3. The third error assigned is that the court below in the case at bar proceeded to review and retax the fees of Mr. Emery as district attorney in some 55 other cases, and although it found that his said fees had been paid from "undistinguisably mixed moneys" arising from these and the other cases, adjudged against him $775.67, to be paid into court and "treated as money arising from sales and collections in or belonging to said cases 140 and 141."

Special Master Allen finds that Emery, as fees in all confiscation cases during his term of office, received the sum of..... $2,785 67
And was entitled to..... 2,010 00

Showing an over-payment of..... $775 67
which he is liable to pay into court.

It must be noticed that Emery was not in office when the citation against him issued. And it is conceded that all the moneys paid him whilst he was in office came from the clerk of the court, and that he had filed with the clerk fee bills approved by the judge for all the moneys he obtained.

As he had received no money in cases 140 and 141 he collected no fees specifically from the proceeds of 140 and 141, and it is not shown how the fees he did receive were charged upon the docket of the court in the various and "other cases." It is not shown that he received more than the amounts of his fees as taxed on the docket in those other cases. War was flagrant when the proceedings were had to collect the moneys and when Emery received a good part of his fees. And it was five years after the money

had been paid him that the Master appointed in this case proceeded to retax his fees in all those other cases.

From these facts and the apparent carelessness of the various clerks of the court, it seems impossible now to show all the several amounts charged by him as fees in all those several cases. They were, at the time, allowed by the judge, and we may assume that it is quite as likely that they were then correct as that the finding of the commissioners is correct.

We will, however, state this with more particularity, referring to the record.

It will be observed that the amount to which Emery is found to be entitled by the Master, as fees, ($2,010,) was for services particularly designated, viz., in *condemnations and confirmations of sales*, (p. 433–4.) No allowance was made for any other services pertaining to the office of J. S. Emery, as district attorney in such cases while he held that position.

The evidence *upon which the Master founds his report* as to Emery, does not show that Emery never performed any other services during that period than such as the Master allowed fees for.

It is true that no written schedule of allowances by the court for other services has been produced; but if Emery is to be believed, he rendered other services and presented bills therefor, which were approved by the court. (Record, p. 589.) His testimony, however, *has not been considered* by the Master. The Master expressly states from what evidence he makes his finding in Emery's case. (P. 644.)

Emery testifies that he presented, for all moneys received for services in confiscation cases, written bills to the judge for his approval and allowance; that in making such bills he was governed by rules established by the court, and that he has never received the amount of fees allowed him by the court in confiscation cases into $600 or $800. He states that he delivered the bills to the clerk; that he has

since searched for them, could not find them, and does not know where they are. P. 587.

Nothing appears in the record to show that during his term of office as district attorney, from April, 1864, to May, 1867, Emery did not perform duties for which he was entitled to compensation other than those scheduled by the Master, and from his own testimony we conclude that he did earn other fees.

But special Master Allen wholly disregards the testimony of Emery, makes no allusion to it, and states that he finds, as to him, according to his understanding of "the evidence *from Osborn and the registry*," (P. 644.)

But the testimony of Emery and that of Thomas, (Record, 488,) are more satisfactory and explicit than any of the statements of Osborn on this subject.

It is evident that the Special Master arrived at his conclusion as to Emery, in disregard of important legal evidence in the case, or that he labored under a misapprehension of the testimony.

On pages 641 and 642 he says: "If the several clerks, marshals, district attorneys, and commissioners, have so mingled the funds arising from different confiscation or other cases, and so negligently kept their accounts and records and papers in direct violation of express rules of the court, such mingling, neglect, and violation of rules should not be made a shield to protect them from liability to restore to the registry of the court money not properly theirs, whether it be Brown's money or that of some other party." With these views of his duty in the premises, he proceeded.

We think it apparent from this statement of the Special Master that, in making his report, he labored under the misapprehension that Emery was concerned in mixing the proceeds of the Brown cases with the proceeds of other cases, while the fact is *there is not a word in this large record which shows that he was in any way concerned in the mixing*

of said moneys. No one mentions Emery in any such connection. The money received by Emery was paid him on receipts given to the clerk of the court, and in not a single instance did Emery receive money from the hands of obligors, mortgagors, purchasers or debtors. He, therefore, had no opportunity to mix moneys in said cases. From Emery's testimony, the first five pages, (586 to 590,) it appears that Emery usually received checks from the clerk for his fees, but sometimes money; and that occasionally he received money from the marshal, but in such cases he accounted for it to the clerk.

Bills were allowed for all fees received by him, they were made out according to the rules of court, and in receiving his money, he did not know from what cases the money arose; and on p. 597 he says, "every dollar ever received from the court was on sworn statements in writing." He does not know how the confiscation funds were treated by the officers and by the court, whether as a general or special fund, but has an impression that they were treated as a general fund. P. 598.

It does not appear, as we believe, that Emery was implicated in mixing the proceeds of various cases as represented by the Special Master, and it is, therefore, confidently submitted that he is not chargeable with money which he received after it had become so mixed, unless it be shown that he received a sum certain *of the claimant's money*, segregated from other moneys, and that he was *not entitled to the same.*

But a more fatal objection to the mode of proceeding in this matter, adopted by the circuit court, is this: If Emery is now liable to pay $775.67 in this case for the benefit of Brown, he is equally liable to pay the same sum in any one of those fifty-five other cases, if it shall be found hereafter by the court that there is money collected by somebody else, in any such case, which ought to be paid into the Treasury of the United States. When Emery will get

through with this repeating process does not appear Neither the act of Congress or the rules of the court required Emery to keep the account of the several funds, and when he drew his money he had no knowledge of their condition, and no control over the matter of entering the payments on the registry of the court.

Again:

It will not escape the discernment of this court that the judgment of the circuit court of which we complain, involves the same violation of the admiralty rules that is condemned in the parties against whom its decree is entered.

The 41st rule requires money collected by the marshal to be paid in and disposed of according to law. The 42d rule requires a particular account to be kept of the fund in each case. The clerk is not allowed to pool all his receipts any more than his payments. But the effect of this decree is to pool all the moneys received in all the cases by Emery as fees and all his fees, and after striking a balance of the two pools, to appropriate that balance to a particular case. This proceeding is clearly a violation of the rules cited.

The absurdity of such a proceeding is demonstrated also by a computation, which also shows that the Special Master, in trying to straighten the complications of his position fell into actual error.

Counsel for McDowell & Osborn have demonstrated, on p. 7, of their printed brief, that the orders in the decree of the circuit court to pay money into court in this case amount to..... $17,491 02

And the funds in cases 140 and 141, (Record, p. 426,) after deducting costs, amount to only the sum of..... 16,508 27

Showing an excess of..... $928 75

to be paid into court for Brown's benefit, over and above the largest sum he is entitled to have, in the most favorable view of his case.

This result shows that there is mistake somewhere. That if an attempt has been made to restore the several funds in the several cases it has been unsuccessful; and that the action of the circuit court in this case has not been an attempt of that kind. It is a proceeding which has pooled the cases into these two for the benefit of Brown, a party not entitled to claim a dollar.

4. Our fourth proposition is that—

"Neither the findings of the commissioners nor the evidence in the case show that Emery was in any manner concerned in mixing or pooling the moneys collected in cases 140 and 141 with other cases of the same kind on the docket of said district court. No fault is attributed to him if such mixing has occurred. And it was, therefore, error in the circuit court to enter a decree against Emery making him liable for all the costs that have accrued upon the proceedings instituted by Brown."

The costs in this case are a large sum of money. The fees of the Examiner and Masters alone, as fixed by the decree, are $1,670. The costs of other officers and the costs of the pending writ of error are an additional sum of several hundreds of dollars.

We think it has been already shown that whatever were the irregularities of proceedings in these cases in Kansas, in 1863 and 1864, when war ravaged the State, whatever may have been done or omitted by the judge of the district court, the marshal and the clerk, our client, Emery, is not stained by any moral delinquency.

We have not seen evidence that he is legally liable for irregularity or neglect. He did not, whilst in office, receive any of the money illegally or improperly. He had

allowances from the court to cover all the money that was paid him. He gave receipts for it to the clerk, and was fully justified in taking and holding this money. He had no hand in mixing the moneys in this case with other moneys.

If it should now be ascertained that he is liable to refund any amount whatever, so far as he is concerned, he would be equitably entitled to his costs and of the funds collected in the case and paid into the court.

If the court below has summary jurisdiction in these proceedings to bring money into court and has fallen into an error prejudicing our client, the appellate tribunal may now direct the correction of that error in a similarly summary manner, and direct the payment of costs as right and justice require.

We remark in conclusion that—

This cause is properly before this court for review. The decree below is for distinct sums against the several plaintiffs in error, but those sums are held to pertain to a common fund, and the aggregate sum is over two thousand dollars. Rodd *vs.* Hearlt, 17 Wall, 354.

HENRY BEARD,
CHARLES H. ARMES,
Counsel for Emery.

Supreme Court of the United States.

No. 77, October Term, 1875.

Thos. A. Osborn, Jas. S. Emery and James L. McDowell, Pl'ffs in Error,
vs.
The United States.

In error to the Circuit Court of the United States for the District of Kansas.

BRIEF FOR THE UNITED STATES,

BY

EDWARD S. BROWN.

VIRGINIAN JOB OFFICE PRINT, LYNCHBURG.

Supreme Court of the United States.

No. 77, October Term, 1875.

Thos. A. Osborn, Jas. S. Emery and James L. McDowell, Pl'ffs in Error, *vs.* The United States.	In error to the Circuit Court of the United States for the District of Kansas.

BRIEF FOR THE UNITED STATES.

STATEMENT OF THE CASE.

Under Act of Congress of the 17th of July, 1862, entitled "An Act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," in 1863, two suits were instituted in the District Court of the United States for the District of Kansas, to confiscate certain bonds and mortgages, executed by various citizens of Kansas, to Edward S. Brown, a citizen of Virginia. These suits, numbered on the docket of the court 140 and 141, were consolidated. One of them embraced 10 bonds, executed by as many persons, and secured by as many mortgages. The other embraced 38 bonds, executed by as many persons, and secured by as many mortgages. Rec. 224. By the laws then in force, the inhabitants of that portion of Virginia where Brown resided, were prohibited from having intercourse with the citizens of Kansas. He knew nothing about the suits, and did not appear to defend them. In default of appearance, the court, on the 5th of May, 1863, decreed the condemnation of the bonds and mortgages, and declared them forfeited to the United States. Rec. 193. On the 5th of June, 1863, the court ordered the debtors, severally, within five months' thereafter, to pay into court the moneys due on their respective bonds, and in default of payment, that the Clerk should issue orders of sale, on which the Marshal should proceed as on executions under the laws of the State of Kansas. Rec. 224, *et seq.*

Some of the debtors paid into court; but against the majority of them orders of sale were issued. On these, for the most part, the money was paid to the Marshal without sale. In some cases lands were sold.

In these suits the officers of the court got into their hands $20,998.43. Rec. 425, 426.

Besides the suits, 140 and 141, against Brown, there were, on the docket of said court, 99 other suits, numbered from 137 to 240, against as many other persons, whose property was charged to be liable to confiscation. In some of the cases, last mentioned, nothing was realized: in others, less than the costs incurred: in all of them, the aggregate amount realized, not deducting any costs, was $11,557. Rec. 427.

When the confiscation suits were being instituted, Archibald Williams, whose integrity is unquestioned, was District Judge of the United States for the District of Kansas. He adopted, and entered of record, scales of fees, by which the fees to the officers of the court in confiscation cases were to be charged. Rec. 430, 431. He also entered of record an order, designating the Banking House of Clark, Gruber & Co., in the City of Leavenworth, and State of Kansas, as the place of deposit of moneys paid into the registry of the court, under the 42 Admiralty rule. Rec. 437.

Judge Williams died; and Mark W. Delahay succeeded to the office of District Judge of the United States for the District of Kansas.

The moneys arising from confiscation cases were indiscriminately mixed. None was paid into the Treasury. There was no order, in any of the confiscation cases, for any money to be paid into the Treasury, nor into the Banking House of Clark, Gruber & Co., nor elsewhere. There was no record by which the moneys accumulated could be traced to their sources, and none for the disposition of them. Some of the confiscation money was paid into the Banking House of Clark, Gruber & Co., and again paid out. One payment was to the Marshal of $1,890.15 to defray the general expenses of April Term, 1864, of the District Court of the United States. Rec. 506, 552, 632. Some payments were to bearer, and Judge Delahay said he did not know who the bearer was. Rec. 438. Some of the moneys, on the face of the Bank account, were paid to Judge Delahay himself. See Report of Special Commissioner Stillings, Rec. 419, *et seq.*, and of Special Master Allen, Rec. 640, *et seq.* The payments from the Bank were chiefly made to the officers of the court, on account of fees, with no means of showing what fees were paid, nor in what cases the fees were claimed. The officers claimed that all the confiscation moneys were absorbed by applying them indiscriminately to the payment of their fees, (Rec. 419), and, that their claims were not satisfied. See Marshal Osborn's deposition, Rec. 471; Mr. Emery's deposition, Rec. 595.

The records of the court, where the scales of fees were entered, prescribing what amounts might be charged by the officers for their services in confiscation cases, were mutilated and changed by scratching out the original entries, and inserting higher figures. See Mr. Stillings' Report, Rec. 420; Marshal Osborn's deposition, Rec. 472; Marshal McDowell's deposition, Rec. 495; Judge Delahay's deposition, Rec. 438.

Of the Plaintiffs in error, James L. McDowell was Marshal for the District of Kansas when the confiscation suits were commenced. Thomas A. Osborn succeeded him in said office, and James S. Emery was District Attorney.

In October, 1865, Edward S. Brown went to Kansas and submitted a motion to the District Court for leave to file a petition in suits No. 140 and 141, alleging that his bonds and mortgages were not liable to confiscation; but if the decree of forfeiture was valid, he had been pardoned, and was entitled to the moneys which came to the hands of the officers of the court in said cases, except the legal fees to the officers for services therein; and that said moneys, by a large amount, exceeded the legal fees. Rec. 369, 373. Mr. Emery opposed this motion, and, on his part, moved the court to strike these cases from the docket. The District Court overruled the motion of Brown for leave to file his petition and sustained the motion of Mr. Emery, and ordered cases No. 140 and 141 to be struck from the docket. Rec. 368, 369.

To this decision Brown excepted, and carried the cases on writ of error to the Circuit Court of the United States. The Circuit Court reversed the decision of the District Court, and commanded leave to be given Brown to file his petition; and, if the District Court found he had been pardoned, it should ascertain and deduct the legal costs of the proceedings against him, up to the time of his offering to file said petition, and the money remaining should be paid to him. Rec. 397.

On the 12th of October, 1868, the District Court, on the hearing of said cases, and the mandate of the Circuit Court, gave leave to Brown to file his petition, which was done; and the court then found that he had been pardoned, and entered of record an order directing the officers of the court to bring into court all the moneys which had been collected or received by any officer or officers of said court in said cases, from which the legal costs incurred therein, prior to the 26th day of April, 1866, should be ascertained and taken, and paid to the officers entitled thereto; and that said money, except so much as is necessary to pay said costs, should be paid to Edward S. Brown, and the court reserved said cases for such other and further proceedings as might be necessary and proper therein. Rec. 401, 402.

This order was not obeyed by the officers of the court.

On the 10th of November, 1869, Brown filed another petition in said cases, praying that a Commissioner be appointed to ascertain and tax the legal costs incurred therein prior to the 26th of April, 1866, and to take an account of the moneys, which had been collected and received in said cases, by the several officers of the court, and by all others into whose hands said moneys or any part thereof may have gone, and for rules to be served on said officers to show cause, if any they could, why the prayer of the petition should not be granted. Rec. 407, 410.

On the 31st of May, 1870, the court ordered summons to be served on the officers of the court to show cause, if any they could, why the petition should not be granted. Rec. 411.

On the 10th of September, 1870, summons against the officers of the court to show cause was issued, served on them, and returned the 22nd of September, 1870. Rec. 413, 414.

On affidavit, that these moneys had been misappropriated by the officers of the court, and that Judge Delahay was personally responsible therefor, a motion was made to remove cases 140 and 141 to the Circuit Court of the United States for the District of Kansas. Rec. 411, 412, 413.

On the 24th of October, 1870, the District Court ordered the removal of said cases to the Circuit Court, and that the fact should be entered of record and certified, that the Judge of the District Court is so related to, and concerned with, the late officers of his court, as to render it improper, in his opinion, for him to sit on the further hearing of said cases. Rec. 416.

On the 31st of May, 1870, the Circuit Court—Hon. Samuel F. Miller, Associate Justice of the Supreme Court, and Hon. John F. Dillon, Circuit Judge, sitting—hearing these cases on the petition and return of service on the officers of the court, ordered, that Edward Stillings, who was appointed a Special Commissioner for the purpose, should take an account of the moneys collected and received by the officers of the court, and of the legal fees to which each of said officers may be entitled, and of the moneys paid into and out of the Banking House of Clark, Gruber & Co., and of the authority on which said payments were made, to examine the records and files of papers in said cases, and to examine on oath said officers, or any of them, or any other person; and he was authorized to require the production of any books or papers having any connection with or relation to the collecting, receiving, or disposing of said moneys by said officers, or any of them, or any other person, and that he make full and explicit report thereof, to said court, with special statement of any matters deemed pertinent by

himself, or required to be stated by the Petitioner, or any officer of said court, or any person interested in said moneys. Rec. 417.

Mr. Stillings, in executing the order, examined on oath all the officers of the court, commencing with Judge Delahay, except Mr. Emery, who was requested, and promised to attend, but failed to do so. See Com'rs Report, Rec. 419, 423; Mr. Emery's letter, Rec. 516; Depositions of officers, Rec. 437, 516. He took the scales of fees adopted by the court, and entered of record, as far as it was possible to ascertain the original figures; and by them he taxed the fees for every item of service rendered, either shown by the records and files of papers, or claimed by any of the officers. He followed the scale in force when the service was rendered. It was conceded by the officers that the fees were thus to be charged. See Marshal Osborn's deposition, Rec. 471; Marshal McDowell's deposition, Rec. 496; Judge Delahay's deposition, Rec. 438. He estimated the fees not only in cases 140 and 141, but in all the other confiscation cases. This became necessary, because the officers insisted that the moneys realized in cases 140 and 141 were expended in paying their fees in other cases. See Report of Com'r Stillings, Rec. 419.

The aggregate amount of moneys realized in all the confiscation cases, except 140 and 141, was $11,557, and the aggregate amount of fees to all the officers in the confiscation cases, except 140 and 141, was $11,078.09; leaving an excess of moneys realized in these cases over the fees to the officers in these cases of $478.91. Rec. 427.

The aggregate amount of moneys which Marshal Osborn collected in cases other than 140 and 141, was $7,897.94, and the aggregate amount of his fees in said cases was $4,170.39; leaving in his hands an excess of moneys received over his fees of $3,727.55. Rec. 484, 487; Statement 2, Rec. 426.

The aggregate amount of moneys which Marshal McDowell collected in cases other than 140 and 141, was $3,659.06, and the aggregate amount of his fees in said cases was $2,240.06; leaving in his hands an excess of moneys received over his fees of $1,419. Rec. 515, 516; Statement 2, Rec. 426.

The aggregate amount of moneys, received from the debtors of Edward S. Brown, in cases No. 140 and 141, was $20,998.43, and the aggregate amount of fees to the officers, in cases 140 and 141, was $4,490.16; leaving an excess of moneys collected, in 140 and 141, over the fees to the officers, of $16,508.27, Rec. 426.

The aggregate amount of moneys in cases 140 and 141, by Marshal McDowell, collected from the debtors of Edward S. Brown, and had and received from the Clerk of the court, and from the Banking House of Clark, Gruber & Co., was $16,746.04. His

fees in said cases were $1,070.34. He paid into the Banking House of Clark, Gruber & Co. $4,029.80. Deducting his fees, and the amount paid into said Banking House, leaves in his hands $11,646.04. Rec. 429, 513, 514.

The aggregate amount of moneys, in cases 140 and 141, collected by Marshal Osborn from the debtors of Edward S. Brown, was $2,926.19. His fees in said cases were $399.27. Deducting his fees, leaves a balance in his hands of $2,526.92. He paid into, and took out of the Banking House of Clark, Gruber & Co., $265 of moneys collected from said debtors, which did not change the balance in his hands. Rec. 429, 483; Deposition of A. S. Thomas, Rec. 489. Of moneys arising from cases 140 and 141, mixed by the officers with moneys arising from other confiscation cases, and which could not be distinguished, Marshal Osborn received $3,820.48. Rec. 430; Osborn's deposition, Rec. 477.

James S. Emery received, of moneys arising from cases 140 and 141, mixed by the officers with moneys arising from other confiscation cases, which could not be distinguished, $1,285.67. Rec. 430, 424; Mr. Emery's deposition, Rec. 586, 588. He received of other moneys from Mr. Thomas, Clerk, or from Marshal Osborn, $1,500. See Mr. Thomas' deposition, Rec. 488; Mr. Osborn's deposition, Rec. 475; Mr. Emery's deposition, Rec. 587. The aggregate is $2,785.67. His fees in cases 140 and 141, were $25, and in other confiscation cases $1,985; together $2,010. Rec. 434. Deducting his fees leaves a balance in his hands of $775.67.

In performing the task imposed by his appointment, and the order of the court of the 31st of May, 1871, Mr. Stillings, with the assistance of a clerk, was engaged six weeks. Rec. 425. The results obtained, reported by him to the court on the 26th of July, 1871, extend from page 419 to page 516, inclusive, of the printed record. He taxed the costs of the officers, looking carefully, with the light furnished by the records, the papers on file, the testimony, and the personal assistance of the officers themselves, as far as he could get it. Every item of service, they claimed, was included, and estimated at the compensation fixed in the order of the court. The moneys reported to have been collected, and had and received by them, were all clearly traced to their hands, and were not contested.

On the 29th of November, 1871, these cases came on to be heard on the Report; and Marshal McDowell, Marshal Osborn, and District Attorney Emery, the Plaintiffs in error, with other officers of the court, filed exceptions to it. Rec. 516, 517.

The exceptions: (1) denied the authority of the Court to appoint a Commissioner, or entertain said proceedings. (2) they relied on

limitations—that "said proceedings were instituted at too late a date." (3) that the Report was inconsistent with the evidence, and in conflict with law and the rules of the court.

The exceptions did not specify any item in the Report which was not sustained by the evidence, nor any particular in which there was conflict with law, or with any rule of the court.

The court overruled the exceptions and confirmed the Report, as in the decree povided. The court then ordered, adjudged, and decreed, that the several officers should pay into the registry of the court the several sums, (specifying them), found in their hands. The court then reserved to the several officers the right, if they, or any of them, should desire to contest the amount appearing as aforesaid to be due from them, to appear before a Special Examiner, (H. C. Hollister, of Leavenworth, who was in said decree appointed for the purpose), and submit testimony on their behalf, and recall any of the witnesses who were examined by Mr. Stillings. The court ordered the taking of such testimony on behalf of the officers to commence the 1st Monday in January, 1873, and to close sixty days thereafter; that the testimony thus taken should be transmitted to the Clerk, and be by him opened and filed, and transmitted to the Special Master therein named. The decree then proceeds as follows:

"The court doth hereby appoint Edmund T. Allen, Esq., of St. Louis, Mo., a Special Master, whose duty it shall be to receive all of the said testimony, including that taken before the said Stillings, and that to be taken before the said Special Examiner, and all the papers in the said cases, Numbers 140 and 141, and the other confiscation cases, and all exhibits and documentary evidence, and report to this court at the next term thereof, to be held on the 1st Monday of June, next, what sums of money, to which the Petitioner, Brown, is entitled, remain in the hands of the said McDowell, Osborn, Morton, Hanks, Crozier, Thomas, Emery, Williams, and Garvey, over and beyond their respective legal fees and charges and valid allowances, evidenced by the records of the Court, or other legal evidence.

"The said Special Master shall also make report respecting the liability of the said parties, or any of them, to pay interest on any sums that may appear to be due from them. He shall also make report respecting the liability of the said Clark, Gruber & Co., or any other persons who shall be shown to have moneys to which the Petitioner is entitled in their hands." Rec. 518, 520.

On Monday, the 5th of January, 1873, in pursuance of the order of the Circuit Court, of the 29th of November, 1872, Special Examiner, Hollister, proceeded to take all the testimony which the officers wished to offer, Mr. McDowell occupying the larger part of the time, and Mr. Emery also testifying. On the 6th of March, 1873, in the evening, when the sixty days had expired, the officers by Mr. English, their counsel, announced their testimony closed. This testimony covers that part of the record, extending from page 521 to page 640, inclusive.

It was transmitted to the Clerk, and by him transmitted, with the testimony taken before Mr. Stillings, and all the papers in cases 140 and 141, and the other confiscation cases, and all exhibits and documentary evidence to Mr. Allen.

The officers, including each of the Plaintiffs in Error, by their counsel, appeared before Mr. Allen, and presented their views for his consideration.

Mr. Allen's Report (Rec. 640) shows, that he gave the subject much reflection, that he comprehended it in its details; and he presents his conclusions with clearness and precision. We ask the special attention of this Court to the whole of his Report. We present in this Brief a few extracts from it, which more specially concern these officers, who present themselves here, as Plaintiffs in Error.

Mr. Allen says—Rec. 642.

"I have carefully examined all the evidence, records and papers before me, as to the liability of McDowell, Osborn, Hanks and Emery to restore to the registry of the United States Court any moneys remaining in their hands, over and beyond their respective legal fees, and charges, and valid allowances. * * * Under the circumstances of the case then, in order to find out what were the legal fees and charges and valid allowances, to which the officers were entitled in confiscation cases, it becomes necessary to ascertain, if possible, the orders of court in existence, when the services were performed, and tax the fees accordingly.

Fortunately Mr. Stillings has gone over this ground, and in a manner that needs no revising by me. No one of the contestants before me, except McDowell, with his exhibit F., has seen fit to question Mr. Stillings' Report in this particular. Not one of them has attempted to retax the costs, in the confiscation cases, according to the orders of court in force when the services were performed."

"After a careful consideration of all that I deemed competent evidence, adduced in favor of McDowell, I see no reason for changing the amounts reported by Mr. Stillings to have been collected and received by McDowell, and therefore find, that James L. McDowell received of moneys arising from cases Nos. 140 and 141, the sum of sixteen thousand, seven hundred and forty-six dollars and eighteen cents—($16,746 18), and paid into the registry the sum of $4,029 80, retaining in his hands the sum of $12,716 38, of which amount he was entitled to retain as legal fees and charges and valid allowances the sum of $1,070 34, thus leaving in his hands moneys to which Petitioner, Brown, is entitled, to the amount of $11,646 04."

"I find from the evidence in the case, that no such payments were made by McDowell to Hanks, as are stated by the receipts, dated August 6th and December 1st, 1874, and made exhibits, A and B, to Hollister's Report. The papers taken by themselves are inconsistent, and need explanation. Exhibit A, dated August 6th, 1874, purports to be "in full for confiscation monies" collected by McDowell. There is no pretense, that McDowell collected any money after May, 1864, yet the receipt of December 1st, 1864, is introduced to show, that after having closed his accounts with the District Court, as to confiscation cases, August 6th, 1864, he makes another payment on the same account, in December of the same year of the sum of $595 15. Other circumstances connected with these receipts, which it is unnecessary here to state, lead me to the conclusion expressed above, that these receipts are false and fraudulent; or if the receipts of December 1st grew out of any actual money transaction, it had no connection whatever with the confiscation cases."

"I further find from the evidence, in accordance with the conclusion reached by Mr. Stillings, that no money, corresponding with receipts 1, 2, and 5 annexed to Hollister's Report passed from Thomas A. Osborn to C. J. Hanks. I therefore find, that Thomas A. Osborn collected and received of moneys arising from cases Nos. 140 and 141 the sum of $2,926 19, of which amount he was entitled to retain, as legal fees, and charges, and valid allowances, the sum of three hundred and ninety-nine dollars and twenty-seven cents ($399 27), thus leaving in his hands moneys to which Petitioner, Brown, is entitled, to the amount of $2,526 92."

"I further find, that Thomas A. Osborn is liable to restore to the registry of the court the sum of three thousand, eight hundred and twenty dollars and forty-eight cents, ($3,820 48), being moneys arising from sales and collections in cases Nos. 140 and 141, undistinguishably mingled with moneys arising from sales and collections in other cases."

"I further find, that James S. Emery withdrew from the registry of the court, of moneys arising from cases Nos. 140 and 141, and other confiscation cases, the sum of $1,285 67 and received from A. S. Thomas, or T. A. Osborn, the sum of $1,500, making in the aggregate the sum of $2,785 67. As before found, Mr. Emery was entitled to fees, charges and allowances in cases Nos. 140 and 141, in the sum of $25, and in all other confiscation cases in the sum of $1,985 00, making an aggregate of $2,010. I therefore find that James S. Emery is liable to restore to the registry of the court the sum of $775 67."

To the Report of Special Master, Edmund T. Allen, Marshal McDowell, Marshal Osborn, and District Attorney Emery, now Plaintiffs in Error, filed exceptions. Rec. 652. These exceptions do not allude to the court's having no authority to appoint a Commissioner, nor to these proceedings being barred by limitations, as did the exceptions to Commissioner Stillings' Report. It may be that they concluded to abandon these questions. The exceptions to Mr. Allen's Report are very general in their character. They do not allege any error in taxing the costs, nor any error in the amount of moneys found in the hands of the officers, nor any error in any finding of fact by the Special Master.

On the 9th of June, 1873, on further hearing, on the petition and papers formerly read, and the Report of Commissioner Stillings, and the testimony taken before him, and the examination of witnesses taken before H. C. Hollister, and the Report of Special Master Edmund T. Allen, and the exceptions thereto, the court overruled the exceptions, and confirmed the Report of Special Master Allen and confirmed the order, judgment and decree of the 29th of November, 1872, as modified on the 9th of June, 1873, and the court then finally ordered, adjudged and decreed that into the registry of the court with interest at seven per cent. per annum, James L. McDowell, do pay $11,656.04, Thomas A. Osborn, $2,526.92. "And it appearing that the persons, hereinafter named, have undistinguishably mixed moneys arising in cases 140 and 141, with money in other cases to the amount reported by the said Allen, it is ordered, adjudged and decreed, that of said moneys, so mixed, there be paid into the registry of this court, by the per-

sons hereinafter named, with interest thereon, at seven per cent. per annum, from the 26th day of April, A. D., 1866, to the day of payment, the following sums, to-wit: Thomas A. Osborn, $1,223.30 with interest as aforesaid, James S. Emery the sum of $775.67 with interest as aforesaid." Rec. 653, 655."

ERRORS ASSIGNED.

No assignment of errors accompanies the record, and no brief has yet been filed by the Plaintiffs in Error. We are left to conjecture what errors they will attempt to establish. The Exceptions to the Report of Special Master Allen are so general and indefinite, that they present no question which required judicial decision. If the Exceptions to Commissioner Stillings' Report were not abandoned, they may be regarded as presenting two errors, which may now be assigned: 1st. That the court erred, in appointing a Commissioner to tax the fees, and to find the excess of moneys in the hands of the officers; 2nd. That it was error to hold, that the right to require the officers to pay the moneys, in their hands in excess of their fees, into the registry of the court was not barred by limitations.

ARGUMENT.

We proceed to discuss very briefly these propositions:

1st. *It was not error for the court to appoint a Commissioner to tax the fees, and find the excess of moneys in the hands of the officers.*

Section 7 of the Act of the 17th of July, 1862, under which these suits were instituted, (12 Stat. at Large 591) requires, that the "proceedings shall conform, as nearly as may be, to proceedings in admiralty or revenue cases."

The 44th rule of Admiralty practice is as follows:

"In cases where the court shall deem it expedient or necessary for the purposes of justice, the court may refer any matters arising in the progress of the suit to one or more commissioners, to be appointed by the court, to hear the parties and make report therein. And such commissioner, or commissioners, shall have and possess all the powers which are usually given to, or exercised by, Masters in Chancery in references to them, including the power to administer oaths to, and examine, the parties and witnesses touching the premises."

Proceedings in confiscation cases being conformed to those in Admiralty, and the court being authorized to appoint a commissioner in Admiralty, it is also authorized to appoint a commissioner in confiscation cases.

The power of the court to tax the costs of suits therein; and to look after and preserve moneys coming into its custody, and under

its control, is absolutely essential to the administration of justice in every court, and is exercised alike in Admiralty, Chancery and Common Law. The Commissioner, the Master, and the Prothonotary aid the court in making inquiries as to the services rendered by the officers of the court, and in making calculations of the amount of fees to which they are entitled, and in bringing the result of their inquiries and calculations before the court for its action. We have not heretofore heard, that it was ever contended, that it is error in the court to be thus assisted.

2*nd*. *It was not error for the court to hold, that the right to require the officers to pay the moneys in their hands in excess of their fees into the registry of the court was not barred by limitations.*

These proceedings were by the United States, first to confiscate the property of Brown, and then to restore to him what remained after deducting the legal costs. The moneys came to the custody of the court after the condemnation, and before Brown intervened for their restoration. They were Government moneys; and against the Government, limitations do not run.

In these proceedings the right of Brown to restitution has been recognized; but no decree of restitution to him has been made. It was simply determined, that he was entitled to the balance of moneys which had come to the custody of the court, after the legal costs had been ascertained and deducted. To ascertain the legal costs, they had to be taxed. To find the balance, the moneys which came to the hands of the several officers had to be ascertained, and the legal costs substracted therefrom. The officers contended, that there was no balance; that their fees absorbed all the moneys in all the confiscation cases, and were not satisfied—they claimed further, the right to put all the moneys from all the confiscation cases into hotchpot, and each appropriate the best share he could.

It afterwards became a contest between the court and its officers—the court seeking to restore the moneys to the registry, and its officers withholding the moneys, and contending that the rights of the court are barred by limitations.

The court is composed of its officers. It has no separate existence. Between the court and its officers there can be no adversary rights, and no running of limitations.

Moneys in court belong to suitors. They await the adjudication of the rights of parties; and are held by the court, or its officers, in trust for the parties who may be adjudged entitled to them. Limitations do not run against a trust.

How Judge Delahay and other officers of the court guarded

this trust is seen in the facts found by the Commissioner. He says—Rec. 521:

"The court will perceive from the bank accounts and extracts, copied from the journals of the banks, accompanying Milton E. Clark's examination, (Rec. 455) and David A. Comstock's examination, (Rec. 462) that of the $1,000 and $150 drawn by C. J. Hanks from the confiscation funds, on the 12th of August, 1864, M. W. Delahay simultaneously received from him $500, which was placed to his individual credit with Clark & Co.; that of the $992 85 drawn by C. J. Hanks from the confiscation funds, on the 29th of August, 1864, he simultaneously deposited to the credit of M. W. Delahay $500 in the bank of E. H. Gruber & Co.; that simultaneously with the check of Thomas A. Osborn for $1,895 82 on the confiscation funds in the bank of Clark & Co., the 28th of August, 1864, he passed $325 to the individual credit of M. W. Delahay in the bank of E. H. Gruber & Co.; that simultaneously with the check of J. L. McDowell, written in the bank account J. H. McDowell, on the confiscation funds, for $794 34, he passed to the individual credit of M. W. Delahay in the same bank $300 and $136 65."

Again: Rec. 421, the "interest on confiscation moneys while on deposit in the banking house of Clark, Gruber & Co., and their successors, Clark & Co., * * * was paid to Mark W. Delahay personally."

C. J. Hanks was clerk, James L. McDowell first, and Thomas A. Osborn next, were marshals, and M. W. Delahay was judge. These constituted the court.

Confiscation moneys coming to the custody of the court were soon gone—not to the treasury, but to the pockets of the officers—claimed to be absorbed in fees; but how, or when, was not to be found in any order or record, except the scratching and mutilating the scales of fees, by which the claims of the officers to fees were to be estimated.

This case stands a foul blot on our judicial history. There is nothing comparable to it, except, perhaps, the case of the mandamus against Judge Busteed. 9 Wall., 605.

We have not sought to dispose of this case except on its merits. We have not questioned the amount adjudged against Mr. Emery, being below the jurisdiction of the court, nor the fact that Mr. McDowell has not given any appeal bond. The plaintiffs in error have brought the case here; and we desire the Supreme Court to review it, and express its opinion of the conduct of these officers of the court; and say whether the Circuit Court erred in ordering the plaintiffs in error to restore the moneys in their hands in excess of their fees to the registry of the court.

EDWARD S. BROWN,
of Counsel for the United States.

Supreme Court of the United States.

No. 77, October Term, 1875.

Thos. A. Osborn, Jas. S. Emery and James L. McDowell, Pl'ffs in Error,
vs.
The United States.

In error to the Circuit Court of the United States for the District of Kansas.

REPLY TO THE PRINTED ARGUMENT OF COUNSEL FOR THE PLAINTIFFS IN ERROR.

BY

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Since writing our brief, to which we ask the attention of the Court, we have seen the brief of Mr. English and Messrs. Corwine & Son, counsel for the Plaintiffs in Error: to which we now reply.

On page 16, they say—"And we assign the following as errors in this cause:"

"1st. That the Circuit Court had no jurisdiction to entertain the petition of Edward S. Brown.
2d. That said Court erred in that it sustained the report of Edward Stillings, overruling the exceptions thereto.
3d. That said Court erred in sustaining the report of E. T. Allen, overruling exceptions thereto.
4th. The Court erred in rendering decree as to the parties appealing."

On page 6th, they say: "We submit that the Court erred:"

"1st. In sustaining the portion of Stillings' report which was sustained.
2d. In sustaining Mr. Allen's report.
3d. In rendering the decrees which have been rendered by said Court in confirming each of said reports."

The 2d, 3d and 4th errors assigned on page 16, embrace the 1st, 2d and 3d errors submitted on page 6; and we proceed to discuss the four errors assigned, in the order, in which the counsel for the Plaintiffs in Error have presented them.

The counsel say:

"1st. *That the Circuit Court had no jurisdiction to entertain the petition of Edward S. Brown.*"

The 43d Admiralty Rule says: "Any person having an interest in any proceeds, in the registry of the court, shall have a right by petition and summary proceeding to intervene, *pro interesse suo*, for a delivery thereof to him."

In *The L. B. Goldsmith*, 1 Newberry, 133, the Court said, (p. 126) "The Admiralty having taken jurisdiction of the subject-matter, will, under the practice prescribed by Act of Congress, continue the exercise of the same, until the remnants are distributed, and there is no mode known to the law, but that prescribed by the 43d Admiralty rule."

In the case of *The Jenny Lind*, 3 Blatchf. 513, a mortgagee intervened, asserting his lien. Judge Nelson said, (p. 514) "A party becoming interested in the subject-matter of the litigation, after the institution of the suit, may be admitted to come in and protect his interest, if application is made within a reasonable time. This is the common practice, both in Admiralty and Equity courts; and it would be very unjust, besides leading to vexatious litigation were the rule otherwise. The party would necessarily be driven to a cross suit."

In the case of *The Monticello v. Mollison*, 17 Howard, 152, an insurer, having become liable to the owner, was allowed to assert his equitable claim, the court said, (p. 156) "Under the 43d Rule, also, he may intervene after decree, and claim the damages recovered, by showing that he is equitably entitled to them."

In *Schuchardt v. Ship Angelique*, 19 Howard, 239, Judge Nelson said (p. 241) "As the fund is in the custody of the Admiralty, the application must necessarily be made to that court, by any person setting up an interest in it. This application by petition is frequently entertained for proceeds in the registry, in cases where a suit in the Admiralty would be wholly inadmissible."

The moneys having come to the custody of the District Court, in proceedings conformed to Admiralty, Brown's remedy, by the 43d Admiralty rule, and the practice recognized by the courts, was to file a petition in that court for restitution. He sought the enforcement of his remedy, the 18th of October, 1865. The District Court refused to entertain his petition, and struck the case from the docket. He then took it, by writ of error, to the Circuit Court. When it came back, and the officers refused to obey the order to bring the moneys into court, and have their fees taxed and deducted, and the complicity of the judge with the other officers became manifest, the case was removed from the District to the Circuit Court. Thus the Circuit Court acquired the same jurisdiction which the District Court had, to tax the fees of the officers, to enforce the restoration of the moneys, in their hands, to the registry of the court, and, after deducting the legal fees, to make restitution of the balance to Brown.

In *Hayford v. Griffith*, 3 Blatchf., 34, Judge Nelson, in speaking of the effect of an appeal from the District Court to the Circuit

Court on moneys paid into court, said, (p. 36) "When the appeal is regular, so as to bring up the case into this court, the funds belonging to the case must be transferred to this court with the papers, as the court below has no longer any control over them, and any discharge by that court, or any of its officers, of the persons, in whose custody the funds may be, is a nullity. This court from the time the appeal takes effect, is responsible for the safe keeping of the funds, and for their application in behalf of the party who shall ultimately be found to be entitled to them." (A 203)

In the case of *The Collector*, 6 Wheat., 194, the court said: "It is fit, therefore, that the proceeds of the property, if it have been converted into money, should follow the appeal into the Circuit Court, and be deposited in such bank or other place, as it may direct, there to remain subject to the disposition and direction of the Circuit Court."

In *Montgomery v. Anderson*, 21 Howard, 386, Chief-Justice Taney said, (p. 388) "The appeal carries up the *res*, or money in the registry, of the District Court to the Circuit Court, and when the rights of the parties are adjudicated, then the court must carry into execution its own decree."

In *The Lottawonna*, 20 Wall., 201, the court said, (p. 225)—"Where an appeal is taken from the decree of the District Court, in a proceeding *in rem.*, to the Circuit Court, the property, or proceeds thereof, follows the cause into the Circuit Court, where it remains until the litigation is ended."

These authorities establish the jurisdiction of the Circuit Court over these moneys, not only by the removal on account of the interest of the District Judge, but by the writ of error—jurisdiction, not only to entertain the petition of Edward S. Brown, but over the litigation in all its incidents.

The counsel for the Plaintiffs in error, on the 5th page of their brief, seem to suppose the officers were only bound to obey the orders of the District Court; but they were also officers of the Circuit Court, and were accountable for these moneys to the Circuit Court, after it took charge of this suit, just as they had been to the District Court, prior to that time.

We submit that the Circuit Court had jurisdiction.

The counsel say:

2d. *That said Court erred, in that it sustained the report of Edward Stillings, overruling the exceptions thereto.*"

The exceptions to Mr. Stillings' report are on pp. 516, 517 of the record. The first is an objection to the jurisdiction of the court: the second, that the court had no authority to appoint a com-

missioner: the third is a very imperfect plea of limitations. How these should have been treated as errors in the report of the commissioner, is hard to comprehend. The counsel may have intended to present them as objections to the action of the court. In this light, we have just discussed the question of jurisdiction, in arguing the first assignment of error, in the brief of the counsel for the plantiffs. The authority to appoint a commissioner and the question of limitations, we discussed in our first brief.

The fourth exception is, that the "report is inconsistent with the evidence, and in conflict with law, and the rules of court, in the following particulars:"—Rec., 517. The counsel then proceed to make specifications, but the specifications are as general as the charge. They do not specify any fee, for any service, rendered by any officer, which the commissioner did not credit to him. They do not specify any amount of money, charged to any officer, at any time, which he did not receive. They do say, that McDowell repaid the money he borrowed to pay the expenses of the court; but when, to whom, and what he paid, and what evidence was offered of such re-payment, they do not mention. In Mr. McDowell's deposition (Rec., 499, 500, 501) he did not pretend, that he had repaid the money borrowed. Judge Delahay said, (Rec., 439) "As to the check of August 6th, 1864, to J. L. McDowell, of which a copy is shown me, (Rec., 506) I think is [not] ordered paid out of this fund, for the reason, that the marshal was short of funds to close up the court with; and not intended to be returned to the bank." We are not aware that McDowell ever pretended that he had repaid the money, or offered any evidence tending to show such re-payment.

The exceptions do not direct the mind of the court to any particular error, but rather evince a general spirit of fault-finding.

In *Story v. Livingston*, 13 Peters, 359, the court said (p. 366) "Exceptions to a report of a master must state, article by article, those parts of the report which are intended to be excepted to. Exceptions to reports of masters in chancery are in the nature of a special demurrer, and the party objecting must point out the error." The court also referred, approvingly, to *Wilkes v. Rogers*, 6 Johns., 566, in which the court said, (p. 591) "It appears to me that exceptions partake of the nature of special demurrers; and, if reports are numerous, the party must put his finger on the error."

In *Foster v. Goddard*, 1 Black, 506, the court (p. 509) rather objected to exceptions being likened to special demurrers, and said, "All that is necessary, is, that the exception should distinctly point out the finding and conclusion of the master which it seeks to reverse."

The exceptions in this case do not *point out* any finding or conclusion of Mr. Stillings, supposed to be erroneous. They leave the court, to wander through six week's work of the commissioner, and find *suo mere motu*, any error it can.

Again: In *McMicken v. Perin*, 18 Howard, 507, the court said, (p. 510) "In *Story v. Livingston*, 13 Peters, 359, this court decided, that no objections to a master's report can be made, which were not taken before the master; the object being to save time and to give him an opportunity to correct his errors and reconsider his opinion."

Mr. Stillings' office was in Leavenworth, where Judge Delahay, Mr. McDowell, Mr. Osborn and Mr. Hanks resided.

These gentlemen frequently attended his office, and a large part of the time they were, under subpœnas, compelled to attend and testify; (Rec. 419), yet none of them took any exceptions until the day the cause was heard on the Report, (Rec. 516, 518), four months after the report was returned.

We submit that the court did not err in overruling the exceptions and confirming the report of Commissioner Stillings.

The counsel say:

"3rd. *That said court erred in sustaining the Report of E. T. Allen, overruling exceptions thereto.*"

Very great indulgence was given to these officers. Notwithstanding the overruling of their exceptions to Commissioner Stillings' report, and the confirming of said report, the court gave them sixty days to take testimony, and a rehearing before a Special Master, on all the testimony which had been taken, and all they might choose to take, so that, if any error had been made against them they might show it. They took testimony, but they did not pretend to show, that Mr. Stillings had charged any one of them with a dollar that he had not received, except Mr. McDowell, who expressed some doubt about the payment made to him by Mr. Adams, which we will consider presently; neither did they pretend to show that any of them had rendered any service, or was entitled to any fee, according to the scales of fees adopted by the court, which had not been computed and credited to him; but they did pretend, that Judge Delahay had allowed them all the money, in all the confiscation cases, that they had ever received, and more besides. See Mr. Osborn's deposition, Rec. 471; Mr. Emery's deposition, Rec. 595. They pretended that they had what they called fee bills, which were presented to Judge Delahay, and which he allowed and they retained; (Judge Delahay's deposition, Rec. 439), but they did not know what had become of the fee bills, and

they did not remember in what cases the fee bills were made, nor for what services, nor in what amount of fees. The fee bills could not be found, and there was no record of the allowances claimed. However, they were all agreed, that the fees were to be charged by the scales of fees adopted and entered of record by the court. Marshal McDowell's deposition, Rec. 495, 496; Marshal Osborn's deposition, Rec. 471, and Judge Delahay's deposition, Rec. 438. Thus they were charged by Commissioner Stillings, and none of the officers, before Special Master Allen, pretended that Mr. Stillings had made any error in estimating their fees. See Mr. Allen's report, Rec. 644.

The Plaintiffs in error excepted to this report, Rec. 652. These exceptions are more indefinite than those to Commissioner Stillings' report, and on the authorities cited and reasons given in discussing the second error assigned, we submit that the court did not err in overruling the exceptions and confirming the report of Special Master Allen.

The counsel say:

"4th. *The court erred in rendering decree as to the parties appealing.*"

The amount which each of the Plaintiffs in error was required to restore to the registry of the court, does not exceed the balance found in his hands after deducting his fees.

The deposition of Thomas A. Osborn, (Rec. 470, 473, 477, 483, 484), show the items of moneys received and fees to which he was entitled, from which Mr. Stillings and Mr. Allen found the excess in his hands. Of mixed moneys received from the Banking House of Clark, Gruber & Co., the 26th and 29th of August, 1864, he had $3,820.40, (Rec. 428, 430,) of which, the court required the restoration to the registry of only $1,223.30.

The deposition of James S. Emery, (Rec. 586), and the depositions of A. S. Thomas, (Rec. 488), and of Thos. A. Osborn, (Rec. 475), show that Jas. S. Emery received $2,785.67. Deducting his fees, $2,010 leaves an excess in his hands of $775.67, which he was required to restore to the registry of the court.

The deposition of James L. McDowell, taken before Mr. Stillings did not question a single item of moneys charged to have been received by him; but his deposition before Mr. Hollister expressed some doubt about the payment to him by Mr. Adams, hereafter to be considered. He did not claim any more fees, taxed by the scale of fees adopted by the court, than those deducted by Commissioner Stillings and Special Master Allen.

The decree of the court requires him to restore to the registry of the court nothing more than the moneys proved to have been received by him in excess of his fees, and of the payments previously made by him to the registry of the court.

There is no error in the amount which either of the Plaintiffs in error are required to restore to the registry of the court.

If it be true, as the counsel for the Plaintiffs in error contend, that the aggregate amount to be restored to the registry of the court, from all persons required to pay into the registry, exceeds the amount which may hereafter be decreed to Brown, it is no cause of complaint to the Plaintiffs in error—it does not prejudice their rights—they are required to pay no more than they ought to pay.

Neither will the court get into the registry more than it ought to get. The costs incurred by the court, in taking testimony, and taking accounts connected with the taxing of the fees of the officers, and finding the moneys in their hands, which the court ordered to be paid "out of the first moneys which shall be paid into the registry" to Mr. Stillings, Mr. Allen, and Mr. Hollister, are $1,670. Rec. 654. Though there be an order, judgment or decree over against McDowell, Osborn, Hanks and Emery for said costs, *non constat*, that they will be realized. The court pays these costs, in the first instance, and takes chances to get them back. The testimony shows that Hanks is insolvent; it might have shown that McDowell is insolvent, and it also shows that Garvey, who was ordered to pay into the registry, is insolvent. It by no means appears that the court will get into the registry more money than it will need in making restitution to Brown of what he is entitled to receive. If it should, the government is entitled to the confiscation moneys, and not the Plaintiffs in error—they have no right to withhold anything beyond their legal fees.

We submit there is no error in the decree of the 9th of June, 1873, of which the Plaintiffs in error can complain.

Having considered the four errors assigned by the counsel for the Plaintiffs in error, the 2d, 3rd and 4th being as indefinite as the exceptions to the reports of the Commissioner and Special Master, we would close our reply, but think it well to notice very briefly one or two other matters.

On page 6 of their brief the counsel say:

"It seems to us that, (if Mr. Brown has any remedy), there has been a mistake as to the right one, and that when these proceedings were instituted, Brown should have brought suit on the office bonds of these various officers, and not sought in this summary way to enforce what he believed to be his rights in these cases."

The reply is obvious. Brown had a remedy, without doubt. The object sought was restitution of the proceeds of his bonds and mortgages, which had come into the custody of the District Court under the decree forfeiting them to the United States. To reach these proceeds, he must come to the court which holds them. There can be no restitution of the *res*, except by the order of the court which holds it. No officer could pay him the money till the court had ordered the payment to be made to him. Again: Brown could not know what he was entitled to receive, nor any officer of the court what he should pay, until the fees were taxed and deducted, and the balance in the hands of each officer ascertained. This could be determined only by the court where the costs were incurred and the moneys held. The finding of the balance in the hands of each officer, and the order, judgment or decree for the payment of a specific sum of money into the registry of the court, determines the duty of the officer, and if he fails to perform it, he is guilty of a breach of his bond. Hence the court in the order, judgment or decree of the 9th of June, 1873, directed that "if the amounts herein adjudged and ordered to be paid into the registry of this court, are not paid nor collected on execution * * the United States District Attorney, for the District of Kansas, shall also, at the suggestion of the Petitioner herein, bring suit upon the official bonds of such officers as shall fail to make payment into the registry of this court pursuant to this order." Rec. 654.

We submit that Brown pursued his proper remedy.

The counsel for the plaintiffs in error, on page 3 of their brief, insist on enforcing the following provision in the pardon: "4th. That said Edward S. Brown shall not, by virtue of this warrant, claim any property or the proceeds of any property, that has been sold by the order, judgment or decree of a court under the confiscation laws of the United States."

In reply we say, that this provision was probably intended to protect the title of purchasers at confiscation sales. So far, it was well, but needless; because the rights of purchasers at judicial sales are protected by law. It cannot be construed to prohibit Brown from claiming anything from the government which was granted by the pardon. This would not be competent—it would render the provision nugatory.

If it be regarded as reserving to the government anything which otherwise would have passed under the grant of "full pardon and amnesty," (Rec., 391) we reply, that anything then reserved was afterwards released by the proclamations of amnesty, with the restoration of all the rights of property without reservation.

This question, however, is *res judicata*. The Circuit Court decided, in 1868, that all the money which had come to the custody of the court, except the legal costs, should be restored to Brown. Of this decision, which is conclusive, the counsel for the Plaintiffs in Error, in their brief, (p. 4) complain very heavily. They say, Judge Miller's construction of the pardon was disrespectful to the President.

Of what concern is it to the Plaintiffs in Error, whether the United States has retained or released the proceeds of sales? Is not this a question between the United States and Brown, in which the Plaintiffs in Error have no interest? They seem to think, that what belongs to the government belongs to them, and hence they appropriate public moneys to their own use.

The counsel say—p. 13:

"Again, in both these reports, (see page 429), McDowell is charged with $2,689.94 which Adams, (former Clerk), testifies he paid to McDowell and McDowell testifies he did not receive, which should not be chargeable against McDowell."

The only order of the court, directing moneys to be paid to any of the officers on account of fees, is reported by Commissioner Stillings. He calls the attention of the court to it. Rec. 419, 432, 433. Mr. Adams, on the 28th of November, 1863, had reported the moneys which he received from the debtors of Edward S. Brown, who had been ordered, within five months from the date of the decree of forfeiture, to pay into court, to the Clerk of the court, and which time had previously expired. He also reported some moneys which J. L. McDowell had received and deposited in the Banking House of Clark, Gruber & Co. See Mr. Adams' deposition, Rec. 468, 469. The report itself could not be found. All we know about it is what the order, reported by Mr. Stillings, shows on its face, and what Mr. Adams says in his deposition. The report embraced the moneys arising from all the confiscation cases up to that time, but what had been received from other cases than Brown's we do not know. Mr. Adams, from moneys in his hands, was ordered to pay, on account of fees in all the cases, without discriminating them, various sums to various officers, among others, $3,881.19 to Marshal McDowell. Mr. Adams testifies what moneys he received from the obligors of Brown, and he testifies positively, that of the money he received he paid "to J. L. McDowell, Nov. 28th, 1863, in money, $2,689.94." Rec. 469. Mr. McDowell, in his deposition before Mr. Stillings, did not deny that he received this money. Afterwards, in his deposition before Mr. Hollister, (Rec. 535), he said: "I have no recollection of Mr. Adams paying that or any other amount of fees, * * * and in my own mind am

fully satisfied Mr. Adams is incorrect." On page 536 he adds: "I will again say, I have no recollection of Mr. Adams, at that time, or at any other time, paying me any money for fees in confiscation cases." In his deposition, (Rec. 509), he says, "I may have got the money at the time and I may not, I do not remember. I suppose I was governed in my action by the direction of the court in the premises." Mr. Adams speaks positively. Mr. McDowell says, I don't recollect. Mr. Adams was ordered to pay Mr. McDowell and other officers. The other officers admitted, that they had received the moneys which Mr. Adams said he had paid them. If the court will read the testimony of the two men, it will find that Mr. Adams' is frank and candid, and Mr. McDowell's is evasive and shuffling. Mr. Stillings, who heard them testify, and knew the men, did not doubt that Mr. Adams testified truly, that he paid Mr. McDowell $2,689.94. Mr. Allen, who reviewed the testimony, and heard Mr. McDowell's counsel, did not doubt that Mr. McDowell received the money. The Circuit Court, which twice heard the testimony and the argument of Mr. McDowell's counsel, confirmed the findings of the Commissioner and the Special Master; and we submit that the decision is right.

The counsel for the Plaintiffs in Error complain, that credit was not given to Mr. McDowell and Mr. Osborn for the amounts mentioned in certain receipts signed by C. J. Hanks.

The Commissioner and the Special Master heard them very fully, and they found and reported, that no money passed corresponding to the amounts named in the receipts—further, that the receipts were *false and fraudulent.* Rec. 643.

The findings and conclusions were justified by the testimony.

There were badges of fraud on the receipts.

McDowell's receipt for payment to Hanks for $7,592.31; his check on the bank for $1,890.15 borrowed to pay the expenses of the court, and the check for $2,946.96 for balance of fees due him as marshal in confiscation cases, (Rec., 506, 507) were all in his handwriting, and dated at Topeka, August 6th, 1864, when his testimony showed, that he was then at Leavenworth, sixty miles distant, with no railroad communication between those cities. When his attention was called to the fact, that he was in Leavenworth, at the same time, that he was dating receipts and checks in Topeka, he answered, (Rec., 512) "The checks, as I before stated, are in my handwrite. As I before stated, I do not think they were written at the same time, nor am I certain that they were written on the day they bear date."

Again: (Rec., 498) "The checks and this receipt are in my own handwriting, excepting the signature. The checks, I do not think from appearance of handwriting, were written by me at the same time, that the receipt was written."

He was asked to leave these checks and receipt with the Commissioner, to be returned with his report to the court, and he refused to allow the original papers to come before the court. Rec., 422.

It was rather curious, that the very day he was "short of funds to close up the court with," as Judge Delahay expressed it, (Rec., 439) and borrowing $1,890.15 to pay the expenses of the court, he should, without any claim from Hanks, pay him $7,592.31. His attention was called to the fact, that the two checks of $1,850.15 and $2,946.96, added to the $2,755.20, deposited by Hanks in bank, on the 10th of August, 1864, makes the identical sum for which he was holding Hanks' receipt, and he answered, (Rec., 511) "These figures make the same sum when counted up; I don't know anything about its being the same money. I did not pay him that amount of money at that time." He says, (Rec., 510) "What portion of the amount I then paid him I am not able to say."

Mr. Hanks is asked about these checks, (Rec., 442) and he answered, "I do not know what money that was, August 6th, paid to J. L. McDowell, same two amounts. I do not know how these amounts came to be paid to McDowell."

At this time the government claimed that McDowell was largely in arrear, and instituted suit against him. He says, (Rec., 501) "When the government commenced the suit, they forwarded me a statement of what they called differences, and claim in that statement, that I owed them $8,000, and some odd hundred dollars."

Mr. McDowell then developes, quite plainly, we think, that his object in getting up the receipt which Hanks signed, was to make a voucher which would serve as a set off in the suit. He says, (Rec., 511) "that I made a statement of what moneys were in my hands, and for what I was responsible to the United States, some months prior to this time; that when I closed the case with Hanks, the then clerk, I believed I was making a final legal settlement, knowing, that prior to this time Mr Emery, then District Attorney, had given me a great deal of trouble, and knowing, or believing, that he would commence a suit against me, if he thought he had any grounds for so doing. I did not keep any account as between myself, as marshal, and the United States depository, and the United States District Court. The clerk's receipt for confiscation money, for payment by me of confiscation moneys, was always regarded as good."

While he was preparing a receipt from Hanks for his defence against the government suit, including the $1,890.15, borrowed from the funds in bank, to pay the expenses of the court, he was also drawing money from the government to pay the same expenses. Hear what he says, (Rec., 560) "I state how, at the time, I got the $1,890.15, or whatever the check was, the reasons it was advanced to me—to pay a portion of the expenses. I had made a requisition, and afterwards received the money on that requisition, to pay the full amount of the expenses of that term. I received the $1,890.15 from the District Court for the purpose of paying a portion of the expenses. I afterwards received the money on the requisition, to cover the entire expenses of that term ~~of court.~~ "from the United States."

The fraudulent character of the receipt, in its component parts, as well as its entirety, is developed by Mr. McDowell himself, in his testimony.

A receipt falsely dated, falsely covering an amount not paid, to be falsely used in defending a suit by the government for government moneys in the hands of a government officer, would be scouted by any honest commissioner or special master who had to pass upon it.

Let us turn to Mr. Osborn's receipts. In his deposition, (Rec., 478) he says "they are as follows:

First, dated August 29th, 1864, signed by C. J. Hanks, clerk, for $3,031.33.

Second, dated October , 1864, for $3,815.50, signed by said Hanks, as clerk.

Third, dated January 10th, 1865, for $1,442, in full, signed by Hanks, clerk.

The next is $1,930.68 signed by Thomas, August 9th, 1865, and $265, signed by Thomas, January 24th, 1865."

On the face of these receipts, in the handwriting and color of the ink, there were indications, that they were not executed at the different dates given. About this, Mr. Osborn was questioned, (Rec., 482, 483) and he was asked that the receipts be left with the commissioner, and he refused, saying, "the receipts are my private papers, and I prefer to have them in my possession. The commissioner may inspect them at any time he wants." He was asked what accounting he had with Hanks, by which the amount to be paid was ascertained, (Rec., 478, 479,) and he answered, "I do not remember." On further enquiry he answered "I paid to the clerk, at different times, different sums of money. I might have paid the amount referred to, without remembering all the details." (Rec., 479) "The receipt shows that I paid to Mr.

Hanks $3,031.30, on 29th August, 1864, I suppose that receipt expresses the fact." * * * "I will state all I know in reference to it. I remember nothing of it, except as is expressed in the receipt, except that it was my custom to promptly pay over to the clerk, at each term of the District Court, the funds collected by me in confiscation cases."

The mind of Mr. Osborn seemed wholly oblivious of everything connected with the receipts; he could tell nothing about how the amounts were ascertained, nor whether he had paid the money. He seemed to know, that he held the receipts—nothing more.

Mr. Hanks says, (Rec. 444), "when the money came into my hands from the Marshal, I paid it into the bank." Question: Did you deposit in the bank all the money which came into your hands from the Marshal in confiscation proceedings? Answer: "I did." Question: In what banks? Answer: Clark, Gruber & Co., or Clark & Co.*

Question: State if you are sure that you kept the bank book showing the amounts of moneys deposited by the court in Clark & Co.'s bank in confiscation cases? Answer: "Yes, I am sure I did." Rec. 445. Question: I will get you to look at the account of Clark & Co. and state when you made the last deposits in the Banking House of Clark & Co., what you know about their deposits, whether they were made by you in person, or some one else; what, if any money, you received after that time in confiscation cases? (Witness is here shown the account of Clark, Gruber & Co. with the District Court). Answer: "The account is correct I believe. The deposits made as appears by that paper are Aug. 6—two of them—and one of August 10th, 1864. I think they were made by myself, but I am not positive. I think I did not receive any money after that time in confiscation cases, but am not positive. There may have been some fees due me which I received after the expiration of my term of office."

Mr. Hanks was cross-examined by Mr. Osborn, (Rec. 450), but instead of proving, that he received the money mentioned in the receipts of the 29th of August, 1864, and October, 1864, and 10th of January, 1865, amounting to more than $8,000, he proves that all the money he received from the Marshal, he put in bank; that the bank account is correct; that the last deposit he made was the 10th of August, 1864, and that he received no money after that time, except perhaps some fees due to himself. Thus, Hanks wholly disproves that Osborn paid the moneys named in the receipts he held with Hanks' signature.

*NOTE.—Clark & Co. were successors to Clark, Gruber & Co. The Banking-house was the same.

Now, let us see what A. S. Thomas proves about his receipt for $1,930.68 which Osborn held. Rec. 488. He testifies as follows: "In the first place, Osborn had collected the money stated in the book, $1,930, and he wanted a receipt that he had paid it into court. He sent me an order, which I filed on the 17th of August, 1865, signed by Delahay, and Emery's receipt for $1,500, filed on same day, signed by Emery, and also his own receipt, filed on the same day. I do not know how Emery received the money, I only know what the receipt says. I have had some conversation with Osborn about the payment of this money, and the receipt of the letter containing those papers. He told me he paid the money to Emery. I don't remember of anything further that he said. I never spoke to Judge Delahay as to where he was when he signed those papers. I did not see him sign them. I do not know whether there were any other papers in the letter containing these or not. The $1,930.68 was never received by me, except $150 of it."

Thus, it is proved by both Mr. Hanks and Mr. Thomas that no moneys were paid, corresponding with the receipts held by Osborn, that these receipts, in the language of the report, were false and fraudulent. The receipts were a mere device to cloak and hide the government moneys which these officers were embezzling.

This case has developed corruption in many aspects. We mention only one other, showing the complicity between the judge and the officers of the court, in mutual appropriation of the government moneys, under the disguise of allowing fees. E. C. K. Garvey was an insolvent Commissioner, appointed by Judge Delahay. He charged for nominal services many times more than he would have been entitled to for real services. See his deposition, Rec. 452. Judge Delahay had a pair of ponies worth from $150 to $200. These he sold to Mr. Garvey for $800, looking to the fees he would allow him for payment.

Here is the proof: Mr. McDowell testified, when asked the value of the ponies, (Rec. 506) "I never examined them, only seen them pass along the streets; do not know, that I am competent to put a price on them from what I have seen of them. I should suppose they were worth from $150 to $200 for the pair. When my attention was called to a pony, or I examined it, I thought I was a good judge of its value. I knew the value of horses at that time in the market. These ponies I can just remember of his owning and driving on the street. I never examined them in any other way."

Judge Delahay testified, (Rec. 439) "It may be I knew that he had fees coming to him, and that he drew them and paid me.

He paid me the $800. I will not swear it was out of that fund. I supposed it was out of the allowance of fees at some time connected with his commissionship. I would not have trusted him for the horses, if I had not known he had the money coming to him as fees to pay for them."

CONCLUSION.

The government, under the decree of forfeiture, got possession of the moneys in this cause. They were in custody of the District Court as public moneys. The officers of the court, the judge colluding with them, under false pretences of claims to fees, are appropriating these moneys to their personal use. The government, through the President, grants a release of the forfeiture, and seeks to bring these moneys into the custody of the Circuit Court, to which the proceedings have been carried, that they may be restored to the former owner. The credit of the government, and the reputation of the Judiciary, are involved in this contest. If the Judiciary goes into peculation and stealing of government moneys, or of moneys which come into its custody, in trust for suitors whose claims are being litigated, then indeed are we a ruined and helpless people.

We submit this case to the Supreme Court, trusting that its voice will utter no uncertain sound; that the reputation of the Judiciary, and the honor of the government will be vindicated by its decision.

EDWARD S. BROWN,
of Counsel for the United States.

Supreme Court of the United States.

No. 77, October Term, 1875.

Thos. A. Osborn, Jas. S. Emery and James L. McDowell, Pl'ffs in Error, *vs.* The United States.	In error to the Circuit Court of the United States for the District of Kansas.

Reply to the Additional Brief of Counsel for Plaintiffs in Error,

BY

EDWARD S. BROWN.

Points—Pardon after judgment may restore forfeited property.
Effect of Brown's pardon is *res judicata*.
His pardon does not concern Plaintiffs in error.

Virginian Print, Lynchburg.

Supreme Court of the United States.

No. 77, October Term, 1875.

Thos. A. Osborn, Jas. S. Emery and James L. McDowell, Pl'ffs in Error, *vs.* The United States.	In error to the Circuit Court of the United States for the District of Kansas.

Reply to the Additional Brief of Counsel for Plaintiffs in Error.

In the additional brief, filed by Messrs. R. M. Corwine, J. W. English and Quinton Corwine, for the Plaintiffs in error, they present these propositions:

1st. That the office of a pardon by the President does not go so far as to restore property that has been condemned.

2d. That the pardon in this case does not embrace the restoration of forfeited property; that it expressly inhibits Brown from claiming any property, or the proceeds of any property, that has been sold by order, or judgment, or decree.

We now propose to discuss these propositions, and will give our views more fully as to the restoration of Brown's legal rights, than we did in our reply to the first brief filed by the counsel for the Plaintiffs in error.

1st. *That the office of a pardon by the President does not go so far as to restore property that has been condemned.*

In support of this position, the counsel for the Plaintiffs in error, referring to *The United States v. Wilson*, 7 Peters, 150, say: "The authority to grant pardons is derived from our English origin, and its interpretation by the authorities of that country must govern our courts, in construing the words as used in our Constitution." Again: they argue that in England the forfeitures being to the King, he may restore them; but here, the forfeitures not being to the President, but to the Government, the President cannot restore them.

The argument is plausible, but reason and authority lead us to a different conclusion.

Under every Government, crimes are offences against the Government. It is so, in Great Britain. It is so, in the United States. In Great Britain, sovereign power is vested in the King; in the United States, sovereign power is exercised by the officers of the Government as prescribed by the Constitution. In every government with laws to punish offences, there is provided somewhere power to pardon the offender. In Great Britain this power is in the King. In the United States it is in the President, because the Constitution so provides. Art. 2, sec. 2, says, "he shall have power to grant reprieves and pardons for offences against the United States, except in cases of impeachment." Our language is the same as that of Great Britain. Pardon means the same thing here that it does there; and the power conferred on the President to grant pardons for offences against the United States, except in cases of impeachment, is as unlimited as that of the King to grant pardons for offences against the Government of Great Britain. If the penalty for the offence against the Government be the forfeiture to the Government of the life of the offender, his pardon restores his life to him. If it be the forfeiture of his liberty, his pardon restores his liberty to him. If it be the forfeiture of his property, his pardon restores his property to him.

All this, if confined to those cases, in which the judgment of the Court has not been rendered, will, perhaps, be conceded; but the counsel for the Plaintiffs in error will contend, that when a judgment has been rendered determining an offence to have been committed, and a penalty or forfeiture incurred, the rights of the Government then vest, and cannot be afterwards divested by the President's pardon—"that the office of the pardon does not go so far."

A judgment of conviction and forfeiture is simply a judicial ascertainment of the facts that an offence was committed, and a penalty or forfeiture was incurred. If a pardon may be granted before, but not after judgment, then it follows that the offence may be pardoned before it is ascertained that it was committed, but not after; that the forfeiture may be released before it is ascertained that it was incurred, but not after.

Many of the State Constitutions confer on the Governors power to pardon after conviction, but not before. We are not aware, that any Government ever confined the power to pardon to the time prior to the judgment of the Court, and excluded from its benefits those cases in which offenders had been adjudged guilty. The Constitution of the United States does not confine the President's power

to grant pardons for offences against the United States to those cases in which the offenders have not been adjudged guilty. It is not limited by the rendition of the judgment. It may be exercised with more propriety after judgment than before. If a man is convicted of treason and sentenced to be hung, his pardon restores to him his life. If he is convicted of counterfeiting the coin, and sentenced to confinement in the Penitentiary, his pardon restores to him his liberty. If he is convicted of smuggling, and his goods adjudged forfeited, his pardon entitles him to a restoration of his goods.

It has been suggested, and the counsel for the Plaintiffs in error may argue, that as the forfeiture is to the Government, there can be no restoration, except by grant, letters patent, or conveyance of some kind from the Government; and that the proprietary interests of the Government can only be disposed of under Act of Congress. We reply, that the Government does not get from the culprit a deed of conveyance, or bill of sale for forfeited property. It gets no muniment of title, save the record of the Court of the finding and the judgment, that the offence had been committed and the forfeiture had been incurred. On this, the Government may have execution, just as a plaintiff in ejectment or detinue, who proves his title and recovers judgment, may have his writ of possession. The judgment does not give title, nor vest the right of property in the plaintiff; it ascertains that he has title, and that the right of property is vested in him. When forfeiture of property is the penalty for some act done by the owner, the commission of the act entitles the government to the forfeiture—the act constitutes the base on which the title to the forfeiture rests. When the act is pardoned, whether before or after judgment, the base on which the title stands is swept away, and the title falls. If the Court has adjudged, that the act was done and the forfeiture incurred, the offender calls the attention of the Court to his pardon, and the Court adjudges, that he is thereby entitled to restitution. No deed was made from him—no deed is made to him. The same record, which shows that he incurred the forfeiture, shows that he became entitled to the restoration of that which was forfeited.

A pardon by the King of Great Britain, or the President of the United States, carries relief to the person to whom it is granted in any stage of the proceedings. Blackstone says, in his Commentaries, book 4, p. 402, "a pardon may either be pleaded upon arraignment, or in arrest of judgment, or in the present stage of proceedings, *in bar of execution*."

The Supreme Court, in *Ex parte Garland*, 4 Wall., 333, speaking

of the power of the President under the Constitution to grant pardons for offences against the United States, and of the effect of his pardon on the rights of the person to whom it is granted, said (p. 380): "If granted before conviction, it prevents any of the penalties and disabilities, consequent upon conviction, from attaching; if granted after conviction, it removes the penalties and disabilities, and restores him to all his civil rights."

Pardon is an act of grace conferred by the Government, and releases what is forfeited to the Government. If rights have become vested in third parties, as, for instance, the title to forfeited property by sale to a purchaser, the pardon does not divest such title. The Government releases all that the Government holds—no more.

The Court said, in *Ex parte Garland*, (p. 381): "There is only this limitation to its operation: it does not restore offices forfeited, or property, or interests vested in others, in consequence of the conviction and judgment."

Armstrong's Foundry, 6 Wall., 766, was a case of forfeiture under the Act of the 6th August, 1861. After judgment in the Courts below, and while the case was pending in the Supreme Court, a pardon was granted to Armstrong, which he pleaded. The Court said (p. 769): "It was insisted in the argument that the pardon pleaded by the Appellant cannot avail to relieve him from the forfeiture of the property seized, because the liability to seizure arose under the statute, from the mode in which the property was employed, and was not to be regarded as a penal consequence of the act of the owner. We are not able to concur in this view. We think it clear, that the statute regarded the consent of the owner to the employment of his property in aid of the rebellion as an offence, and inflicted forfeiture as a penalty. The general pardon of Armstrong, therefore, relieved him of so much of the penalty as accrued to the United States."

The Act of the 6th of August, 1861, (12 Stat. at Large, 319), subjected any person to the forfeiture of goods, which he purchased or sold, "with *intent* to use or employ the same * * * in aiding, abetting, or promoting such insurrection, * * * or if any person or persons, being the owner or owners of any such property, *shall knowingly use or employ, or consent to the use or employment of the same* as aforesaid." These are personal offences, dependent on the *intent* and *knowledge* of the offender in committing those acts which subject him to the loss of his property.

The Act of the 17th of July, 1862, (12 Stat. at Large, 590, 591), under which the proceedings, in the case now before the Court, were

had, specifies offences, in the 5th and 6th sections, which subject the offender to the loss of his property.

In the 5th Section:

First. "Of any person acting as an officer of the army or navy of the rebels, in arms against the Government of the United States."

Fifthly. Of persons therein described who shall "have accepted their appointment or election, since the date of the pretended ordinance of secession of the State, or shall have taken an oath of allegiance to, or to support the Constitution of the so-called Confederate States."

Sixthly. "Of any person who, owning property in any loyal State or Territory of the United States, or in the District of Columbia, shall hereafter assist, and give aid and comfort to such rebellion."

In the 6th Section:

"That if any person, within any State or Territory of the United States, other than those named as aforesaid, after the passage of this Act, *being engaged in armed rebellion against the Government of the United States, or aiding, or abetting, such rebellion*, shall not, within sixty days after public warning and proclamation duly given and made by the President of the United States, *cease to aid, countenance and abet such rebellion*, and return to his allegiance," &c.

All these are personal acts—offences of persons against the Government, and for which the penalty prescribed is forfeiture of the property of the offender—all his property.

The information charges that Edward S. Brown committed these offences, for which his bonds and mortgages have been forfeited. Its language is as follows: Rec. 43.

"Forfeited to the United States for the causes hereinafter stated, to-wit:"

"First. For that, on the 25th day of September, in the year 1862, one Edward S. Brown was the owner of said bonds, mortgages, and judgment, and credits, and hath not, since said 25th day of September, 1862, transferred and conveyed away the same."

"Second. For that, the said Edward S. Brown, after the 17th day of July, in the year 1862, acted as an officer of the army of the rebels, in arms against the Government of the United States."

"Third. For that, the said Edward S. Brown, after the 17th day of July, in the year 1862, and since the date of the pretended ordinance of secession of the State of Virginia, took an oath of allegiance to, and to support the Constitution of the so-called Confederate States of America, and accepted an election as a member of a Convention of said State of Virginia, since the date of the pretended ordinance of secession of said State."

"Fourth. For that, the said Edward S. Brown, being the owner of property in the State of Kansas, the same being a loyal State, after the 17th day of July, in the year 1862, did assist and give aid and comfort to the existing rebellion against the government of the United States."

"Fifth. For that, the said Edward S. Brown was, on the 25th day of July, in the year 1862, engaged in armed rebellion against the Government of the United States, and in aiding and abetting such rebellion, and did not, within sixty days after public warning and proclamation duly given and made by the President of the United States, on the 25th day of July, in the year 1862, cease to aid, countenance and abet such rebellion, and return to his allegiance to the United States."

"All of which actings, doings, and omissions of the said Edward S. Brown are contrary to the forms of the statute of the United States, in such case made and provided, and whereby and by force of said statute, the said bonds, mortgages, and judgment, and the estate, property, credits and rights thereto and therein, of said Edward S. Brown are forfeited to the uses in said statute specified."

The information charges certain acts, doings and omissions of Edward S. Brown, as offences against the Government—offences described in the 5th and 6th sections of the Act of the 17th July, 1862; and it seeks to enforce the forfeiture of his bonds and mortgages in Kansas, a loyal State, as the penalty for said offences.

For the offence in the 1st section of the Act, the penalty is death and the emancipation of the slaves of the offender, or imprisonment for five years, and a fine of not less than $10,000. For the offence in the 2d section, the penalty is imprisonment not exceeding ten years, or a fine not exceeding $10,000, and the emancipation of the slaves of the offender. For the offences in the 5th and 6th sections, the penalty is forfeiture of all the estate and property of the offender, no matter where located nor how used; but nothing more than the forfeiture of all his estate and property.

The 3d section, however, superadds a disability to all these offences. It is as follows:

"SEC. 3. *And be it further enacted*, That every person, guilty of either of the offences described in this Act, shall be forever incapable and disqualified to hold any office under the United States."

What is the offence in the 2d section? Its language is, "shall engage in, or give aid and comfort to, any such existing rebellion or insurrection." What is the offence in the 6th section? Its language is, "being engaged in armed rebellion against the government of the United States, or aiding, or abetting such rebellion." Is not the man who is "being engaged in armed rebellion against the Government of the United States, or aiding, or abetting such rebellion" guilty of an offence against the government as well as the man who "shall engage in, or give aid, or comfort to any such existing rebellion or insurrection?" Shall it be argued, in candor, that Congress meant, in the 2d section, to describe a personal offence of the most heinous character, and, that in the 6th section, it meant to describe no personal offence at all? Shall it be argued that, in the 6th section, Congress declared, that all the inhabitants in all the Territory which, by the President's proclamations, had been declared to be in insurrection, are "being engaged in armed rebellion"—that they are all enemies; and that all their estate and property is lawful prize of war—booty, to be seized and captured, wherever found, without regard to the personal conduct of the owner? Surely, Congress never meant an indiscriminate

plunder of innocent with guilty citizens. Congress knew that some of the citizens, in the Territory defined by the proclamations, were "being engaged in armed rebellion," and others were not. Congress meant to reach the guilty, by the confiscation of their property.

The sixty days proclamation, authorized in the 6th section, offering exemption from forfeiture to those who should "cease to aid, countenance, and abet such rebellion," was a proffer of pardon to the guilty, on condition that they would cease to aid the rebellion, and return to their allegiance to the United States. This was a personal appeal to the personal conduct of offending citizens. If pardon does not remit forfeiture, *cui bono*, should pardon have been thus offered to those whose only penalty was forfeiture?

So solicitous was Congress to win back erring citizens, that, in this same Act, they provided, that notwithstanding the expiration of the sixty days of grace, the President should still keep open the door for the pardon of every offence for participation in the existing rebellion.

The 13th section of the Act is as follows:

"SEC. 13. *And be it further enacted*, That the President is hereby authorized, at any time hereafter, by proclamation, to extend to persons who may have participated in the existing rebellion in any State or part thereof, pardon and amnesty, with such exceptions and at such time and on such conditions as he may deem expedient for the public welfare."

At what time could the President grant pardon and amnesty under the authority intended to be conferred by this Act. Congress says, "at any time hereafter he may deem expedient for the public welfare." It may be before judgment, or after judgment. Does Congress, in view of the public welfare, stickle about the forfeitures which may possibly be adjudged to the Government? These are but dust on the scales.

The first proclamation after the passage of this act was the 25th of July, 1862, (12 Stat. at Large, 1,266), in which the President says, I "warn all persons within the contemplation of the 6th section to cease *participating in, aiding, countenancing, or abetting the existing rebellion*," * * * *on pain of the forfeitures* and seizures as within and by said 6th section provided.

The President evidently thought that some persons were *guilty* of aiding and abetting the existing rebellion, and others were not; and he warned those who were guilty, that if they did not cease from thus offending, they should suffer the *pain of forfeiture*.

The proclamation of the 8th of December, 1863, (13 Stat. at

Large, 737), "offered, on condition, full pardon, with restoration of all rights of property except as to slaves, and in property cases where rights of third parties shall have intervened."

The rights of third parties generally intervene after judgment, and as these are excepted, the President must have contemplated the restoration of the rights of property held by the Government, after judgment, as well as before.

On the 25th of December, 1868, (15 Stat. at Large, 712), the President proclaimed and declared "unconditionally, and without reservation, to all and to every person who directly or indirectly participated in the late insurrection or rebellion, a full pardon and amnesty for the offence of treason against the United States, or of adhering to their enemies during the late civil war, with restoration of all rights, privileges and immunities."

Thus, by virtue of the authority conferred by the Constitution, and by the 13th section of the Act of the 17th of July, 1862, the President, on the 25th of December, 1868, deeming it expedient for the public welfare, pardoned every person who participated in the rebellion, and restored to him every forfeiture of property under said Act, except slaves, which the Government then held.

Every offence mentioned in any section of the Act of the 17th of July, 1862, from the rankest treason to any and every form of participation in the rebellion, has been pardoned. The life, the liberty, and the property of every man, forfeited for participation in the rebellion, which the Government can restore, the Government has agreed to restore. The Government went forth to the conquest of the rebellion, bearing the sword and the halter in one hand and the olive branch in the other. How much of harmony and concord has been achieved by grace and favor, can never be estimated. That this course was "expedient for the public welfare," no man can doubt; but if it had not been, the matter lay wholly in the President's discretion, and his grant of pardon and amnesty is irrevocable. To take back what the Government has given—given, too, for a consideration, would be a breach of public faith,—a stain on our national honor.

It has been held that cotton in insurrectionary districts, constituting the chief resource for carrying on the rebellion, was specially liable to capture under the abandoned and captured property act; yet in numerous cases the proceeds have been restored, under the President's pardon, to those who had incurred the forfeiture. *United States* vs. *Paddelford*, 9 Wall., 531; *United States* vs. *Klein*, 13 Wall., 128; *Armstrong* vs. *United States*, Id. 154; *Pargoud* vs. *United States*, Id. 156; *Carlisle* vs. *United States*, 16 Wall., 147.

In the case last cited the court said, (p. 153), "After these repeated adjudications it must be regarded as settled in this court, that the pardon of the President, whether granted by special letters or general proclamation, relieves claimants of captured and abandoned property from the consequences of participation in the rebellion."

This being the effect of the pardon as to cotton in the insurrectionary States, a special element for carrying on the rebellion, and specially liable to capture, how much more efficacious should it be as to bonds due from citizens in a loyal State, which in no wise contributed to prolong the rebellion.

In *Miller v. The United States*, 11 Wall., 268, the question of pardon did not arise. The controverted point was the validity of the seizure.

In *Slidell's Land*, reported in *The Confiscation Cases*, 20 Wall., 92, the Court decided, that "the President's proclamations of amnesty in the year 1868 did not amount to a repeal of the Confiscation Act."

We do not claim, that the President could repeal an Act of Congress. Our point is, that by the Constitution, and by the provisions of the 6th and 13th sections of the Confiscation Act, the President is authorized by special provision, and by proclamations of pardon and amnesty, to restore to the owners, rights of property which they had forfeited by doing those things specified in the Confiscation Act.

The counsel for the Plaintiffs in error cite in their additional brief the case of *Toomes* vs. *Etherington*, 1 Saund., 362. William Toomes recovered judgment against Etherington for £2,000. He afterward committed suicide, and his estate was forfeited to the King. Richard Toomes qualified as his administrator. Subsequently, during the reign of Charles the Second, Parliament passed an Act of general pardon and oblivion of all felonies, sums of money, suits, judgments, and executions. On *scire facias* by the King, judgment was given for the Defendant, because the debt was released to Etherington by the Act. On *scire facias* by the administrator, judgment was given for the Defendant, because there had been no restitution of the debt to the administrator. An appeal was taken by the administrator; and during its pendency, the case was compromised. Sir Edmund Saunders, in his report, says, it is "*a mischievous case.*" Whether opposing counsel rely on it as authority, for claiming that the confiscation moneys, under

the President's pardon, belong to the officers of the court, we do not know; but we do not regard it as authority on either side of any question raised in this cause.

The counsel for the Plaintiffs in error refer to the case of *Knote* vs. *The United States*, 10 Court of Claims, 397, in which the court, as we understand it, citing authorities to show, that the King conveyed title to crown lands by grant; and that he granted deodands and forfeitures to particular subjects as royal franchise, held, that when the right or title to forfeiture vested in the Government of the United States, it cannot be divested, except by grant or conveyance of some kind, and no grant or conveyance of property of the Government can be made unless specially authorized by Act of Congress; that the President's pardon cannot divest forfeitures to the Government.

We think the court erred in failing to observe the distinction between a release of the forfeiture to the offender, by his pardon, and a grant or conveyance of forfeited property to a third party. In one case the title of the forfeited property lapses to its former owner as a result of the pardon; and the power conferred on the President, to pardon offences against the United States, carries with it, as an incident, the release of the forfeitures incurred as the penalty for the offence. In the other case the title from the Government to a third party passes by the same rules of conveyance that apply to vendor and vendee. When land forfeited to the Government is sold, a deed of conveyance is made to the purchaser, as in an ordinary sale from man to man.

In *Knote* vs. *The United States*, the Court of Claims is in antagonism with itself in several former decisions. See *Waring's case*, 7 Court of Claims, 501; *Haynes' case*, Id. 443; *Scott* vs. *United States*, 8 Court of Claims, 457. No authority can be drawn from this decision of the court when the weight of its own authorities is against it.

Those forfeitures, which are wholly independent of the personal conduct of the owner, as deodands or a vessel running a blockade, are controlled by different principles from forfeitures prescribed by municipal law, as a penalty for some act of the owner. A pardon relates to personal conduct, and embraces forfeitures incurred by misconduct of the owner. It has been considered, perhaps rightly, that inanimate things and brute animals, whose condition or conduct alone produced their forfeiture, are incapable of being pardoned.

We now pass to the second proposition of the counsel for the Plaintiffs in error :

2. *That the pardon in this case does not embrace the restoration of forfeited property ; that it expressly inhibits Brown from claiming any property, or the proceeds of any property, that has been sold by order or judgment or decree.*

The provisions in the special pardon, (Rec., 400) pertinent to the question now presented, are these :

"Now therefore be it known that I, Andrew Johnson, President of the United States of America, in consideration of the premises, divers other good and sufficient reasons me thereto moving, do hereby grant to the said Edward S. Brown a full pardon and amnesty for all offences by him committed, arising from participation, direct or implied, in the said rebellion, conditioned as follows :

3d. That the said Edward S. Brown first pay all costs which may have accrued in any proceedings instituted or pending against his person or property, before the date of the acceptance of this warrant.

4th. That the said Edward S. Brown shall not, by virtue of this warrant, claim any property or the proceeds of any property, that has been sold by the order, judgment or decree of a court, under the confiscation laws of the United States."

It is "a full pardon and amnesty for all offences by him committed arising from participation, direct or implied, in the said rebellion," with conditions annexed. If the conditions were complied with, then, Brown was entitled to all the benefits of full pardon and amnesty. He had been charged with certain "actings, doings, and omissions" which, under the Act of the 17th of July, 1862, constituted offences of participating in the rebellion, for which it was claimed that his bonds and mortgages had been forfeited. The pardon of his offences contemplated the surrender of his forfeited property. It provided in the 3d condition, that he should pay the costs of the proceedings to enforce the forfeiture of his property, and in the 4th condition, that he should not, under that warrant of pardon, claim any of his property that had been sold under the confiscation laws. These exceptions from the restoration show, conclusively, that the restoration of his property was intended.

This warrant of pardon, (Rec., p. 400) is *granted*, under the "seal of the United States," and if, as the Court of Claims argued in *Knote v. The United States*, a grant is essential to the restoration of forfeited property, the pardon in this case is not wanting in that feature.

The 4th condition is specially objected to by the counsel for the Plaintiffs in Error. It protects the purchaser at a judicial sale, under the confiscation laws, from any claim being preferred against

him, by virtue of the pardon for the property he had purchased or for the purchase money. Many sales had been made by the government in confiscation cases, and the government intended to protect the purchasers at those sales; but none of Brown's property had been sold. His bonds and mortgages were adjudged to be forfeited, but they were never sold, and there was no order, judgment or decree for their sale. Under the laws of Kansas, *Chick v. Willetts*, 2 Kas. 385, the mortgagee does not acquire title, legal nor equitable, to mortgaged lands. The mortgage is a mere security, to which the creditor may resort for the payment of the debt. The mortgaged lands were not confiscated. There were no proceedings to confiscate them. They were not sold "under the confiscation laws of the United States." When the bonds were adjudged to be forfeited, without any sale of them, the Government proceeded to collect them; and by voluntary payment from the debtors about three-fourths of the moneys which came to the hands of the officers of the court were paid. The residue was collected by proceedings as in equity, foreclosing the mortgages—proceedings wholly unknown to "the confiscation laws of the United States." Brown has not by virtue of the warrant of pardon aforesaid claimed any property sold, or proceeds of property sold, "under the confiscation laws of the United States."

If the counsel for the Plaintiffs in error were right in supposing that, by the fourth condition, the Government was reserving to itself a portion of the forfeited property, then by the unconditional pardon, with full restoration of all rights, under the proclamation of the 25th of December, 1868, the Government surrendered to him what had been reserved.

The counsel for the Plaintiffs in error rely on the case of *Semmes* vs. *United States*, No. 27, decided at the present term of the Supreme Court.

Some lots which belonged to Semmes were adjudged to be forfeited and ordered to be sold. By mistake, the proceedings embraced two lots which belonged to another person. By consent, the judgment and order of sale were opened, so far as to allow the owner of the two lots to intervene for them, and they were ordered to be restored to him. Semmes' lots were sold and conveyed by the Marshal to Burbank. About three years afterwards, Semmes presented his petition, exhibiting a special pardon, and relying on the President's proclamation of the 7th of September, 1867, and seeking to set aside the judgment of forfeiture and to recover his lots from Burbank, the purchaser. The District Court ordered

the judgment of forfeiture to be vacated, the libel to be dismissed, and the lots to be restored to Semmes. On writ of error, the Circuit Court reversed the order of restitution, and affirmed the original judgment of forfeiture. Semmes brought the case, on writ of error, to the Supreme Court, which affirmed the judgment of the Circuit Court: holding that the condemnation and forfeiture were rightly adjudged; that the Government acquired a good title; that the sale to Burbank was valid, and that he should be protected in his purchase.

This does not militate against us. The Plaintiffs in error are not purchasers; and no purchaser is interfered with in this case.

THE EFFECT OF BROWN'S PARDON IS *res judicata*.

Whether we are right or wrong, in the views expressed in the preceding portion of this argument, there remains a full and complete reply to all the objections made by the counsel for the Plaintiffs in error to Brown's pardon, and his right to restitution. The effect of his pardon, and his right to restitution, were adjudged and decided by the Circuit Court, (Mr. Justice Miller sitting) at its May Term, 1868. *Brown* vs. *United States*, 1 Woolworth, 198; s. c. McCahon, 231. The District Court, in April, 1866, after holding the matter under advisement from October, 1865, decided against Brown; (Rec. 368, 369), and he took the case by writ of error to the Circuit Court. After quoting in the opinion the 3d and 4th exceptions, the court decided, "that such a pardon restores all the rights of the grantee in the pardon which he has lost by his offenses, except in those cases where the property has become vested in other persons by judicial proceedings, and with such other exceptions as the pardon may prescribe." The decision of the District Court was then reversed and the case sent back, with the following mandate: Rec. 397.

"You are therefore commanded, that without delay, you permit the said petition of Edward S. Brown to be filed in said cause, and, that if upon hearing, it shall be found that said Edward S. Brown has been pardoned, and has complied with the conditions thereof, that, then, after deducting the legal costs of the proceedings against him up to the time of his offering to file said petition, all the property and money remaining within control of the court under said proceedings be paid to him, and to take such other and further proceedings in the matter as may be in conformity with the opinion of the court filed in this case."

The case came on, to be heard on the mandate, in the District Court, the 12th of October, 1868, and the court rendered its judgment as follows: Rec. 401, 402.

"And thereupon said Edward S. Brown presents to the court, here, such a pardon as that mentioned in said petition, and the court having heard the evidence,

and duly considered the same, finds, that said Edward S. Brown has been pardoned as alleged in said petition, and that he has complied with the conditions thereof."

"It is thereupon now by the court here considered, ordered, adjudged and decreed, that all the property and money heretofore had, collected or received by any officer or officers of this court, under, in pursuance, or by virtue of the judgments, orders, and decrees, or any of them, in these cases, heretofore made or rendered, be by such officers immediately brought into this court, and that all unpaid legal costs in these cases, or either of them, incurred, on or before the 26th day of April, A. D., 1866, be then taken therefrom, and paid to the parties entitled thereto; and that all the property and money aforesaid, except so much thereof as is necessary for the payment of the legal costs incurred in these cases on or before said 26th day of April, 1866, be paid to said Edward S. Brown, and these cases are reserved for such other and further proceedings, judgments, and orders as are, or shall, or may be, or become necessary or proper herein."

The decision of the Circuit Court on the writ of error, and of the District Court on the mandate, determines, that Brown was pardoned, that he had complied with the conditions of his pardon, and, that after the legal costs are ascertained and deducted, he is entitled to the balance of the moneys collected, had and received. This was a full and final decision, that Brown was entitled by his pardon to restoration from the Government of the moneys collected on his forfeited bonds after the legal costs shall be deducted. This decision was rendered more than seven years ago. There has been no writ of error nor appeal from it. The Government not only acquiesced in it, but has sought to ascertain and tax the legal costs, and bring the balance into the registry of the court, that restitution thereof may be made. This decision is conclusive. The Government cannot, if it would, re-open the questions which the Plaintiffs in error seek to raise.

We submit that the effect of the pardon is *res judicata*.

THE PLAINTIFFS IN ERROR HAVE NO INTEREST IN THE CONSTRUCTION OF BROWN'S PARDON. AN ERRONEOUS CONSTRUCTION CAN DO THEM NO INJURY, AND IS NO CAUSE FOR REVERSAL.

The order, judgment and decree of the 9th of June, 1873, to which the Plaintiffs in error have sued out their writ, and to which they assign errors, requires them to pay, into the registry of the Court, the several balances found in their hands. Whether Brown was pardoned or not—whether the money is to be restored to him, or remains to the Government, makes no difference in the justness of the order, judgment or decree, that they pay these balances into the registry of the Court. By what right do these officers withhold these moneys from the Court? It is argued, that the Court

having rendered judgment of forfeiture, the rights of the Government can only be released by grant or deed of conveyance. Has there been any grant or deed of conveyance to these officers? No. Then, by their argument, they are withholding Government moneys. For a Government officer to withhold Government moneys which he is required to pay into a public depository, is something more than a civil wrong—it is a criminal offence.

The Plaintiffs in error can only show errors by which they are aggrieved or injured. They do not pretend, that they are entitled to these moneys. Their conduct in dealing with the moneys, which belong to the registry of the court, is without a parallel in judicial proceedings. It is a disgrace to the judiciary branch of the government.

It remains for the Supreme Court to say whether the Plaintiffs in error shall continue to withhold, and appropriate to their personal use, moneys which belong to the registry of the Court.

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